Vol. II

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, [redacted] 1924

No. [redacted] 24

[redacted]NCE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, ET AL., APPELLANTS,

vs.

[redacted]RIDGE H. NEAL, INDIVIDUALLY AND AS SECRETARY AND TREASURER OF THE JOINT DISTRICT COUNCIL OF NEW YORK AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AND AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS OF AMERICA, ET AL.

APPEAL FROM UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT.

FILED MAY 14, 1924.

(24,216)

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Q. Can you give me approximately the annual business done through this office? A. Something over $700,000 in 1910.

Q. In what territory were those sales made, generally speaking? A. In what is known as Greater New York, part of New Jersey adjacent to New York, the State of Connecticut, some in Massachusetts and Rhode Island, and some in a part of New York State close to the City.

Q. Well, is the amount of sales in Connecticut, Rhode Island and Massachusetts through this office a large or small portion? A. That is a con- 4802
siderable item.

Q. You have customers in Brooklyn? A. A number of them.

Q. I will ask you whether Albro J. Newton Company of Brooklyn is one of your customers? A. We have sold that company quite regularly.

Q. I will ask you whether Louis Bossert & Sons Company is one of your customers? A. We have sold them also.

Q. Have you sold them substantial amounts? A. We have sold them in considerable quantities.

Q. And does your business with these concerns, has it been somewhat continuous? A. Yes, sir; 4803
for several years back.

Q. To what class of people do you sell most of your merchandise in New York? A. We sell almost entirely to what is known as dealers.

Q. Do you sell any to large contractors? A. We have sold some to large contractors.

Q. In what class do such concerns as Albro J. Newton fall? A. In the class of dealers.

Q. They are also manufacturers, like yourself, are they not? A. I believe they are.

4804 Q. And is the same true in regard to Louis Bossert & Sons? A. Louis Bossert & Sons are large manufacturers.

Q. Could you tell me offhand what character of merchandise you sell these concerns in Brooklyn which I have named? A. We sell them doors of all kinds, sash of all kinds, and some mouldings.

Q. Can you state whether and how large part of the sales were in doors? A. Principally doors.

Q. Does that apply to all of your business in New York and vicinity? A. Yes, sir, to prac-
4805 tically all of it.

Q. Have you a customer on the Island of Manhattan by the name of M. F. O'Neill? A. We have sold M. F. O'Neill.

Q. And you sold him for several years? A. For several years back, yes, sir.

Q. In substantial amounts? A. In considerable quantities.

Q. Are you still doing business with that concern? A. We have not sold M. F. O'Neill this year.

Q. Can you tell whether or not you sold them in the latter part of 1910? A. We sold them dur-
4806 ing the year 1910; I believe sales stopped about the middle of the year, August or about that.

Q. Have you had a concern as customer on the Island of Manhattan by the name of Raabe? A. We have.

And have you sold that concern for some time past? A. We have sold them for several years back.

Q. Can you give me the amount of business you did with them in 1910? A. About $11,000.

Q. Can you give me the amount of business you

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did with them in 1911 to date? A. About $600 down to August 1st.

Q. Can you give me in months that $600 item?

Mr. Mayer and Mr. Beattie: Objected to as immaterial and irrelevant, and will you please identify that Raabe, what is his first name, Mr. Paine?

Mr. Paine: H. Raabe & Son.

Q. (Question read.)

Q. (Question read.) A. Yes, sir, February, $335; March, $60; May, $214.

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Q. Have you anything to tell you what character of merchandise it was? A. Undoubtedly doors.

Q. And taking the item of $10,800 or $11,000 approximately which you sold Raabe in 1910, can you tell me how much of that was in the latter part of the year? A. There were no sales to Raabe after October 31, 1910.

Q. Did you have a concern as a customer on the Island of Manhattan by the name of F. T. Nesbitt? A. We have had such a customer, F. T. Nesbitt & Company.

Q. What was the last, the date of the last seal you made that company? A. October 21, 1910.

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Q. And can you tell me how much business you did with that concern in 1910? A. About $2,500.

Q. And was that concern a customer of yours for a number of years past prior to that date? A. Yes, sir, for several years back. I would like to correct my answer as to amount; you inquired as to sales of 1910; it should be about $1,200.

Q. I will ask you whether you have a customer on the Island of Manhattan by the name of City

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& Suburban Homes Company? A. We have had such a customer.

Q. What was the last——

Mr. Maloney: I make a motion—I notice that the witness in each case says, we have had such a customer, and does not seem to be responsive to the question put by counsel—and I move that the answers heretofore given to that effect be stricken out, and the witness give a responsive answer as to whether the person referred to is or is not a customer of the plant.

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Q. What is the date of the last sale you made that customer, Mr. Paine?

Mr. Beattie: Objected to as immaterial, irrelevant and incompetent.

A. August 15, 1910.

Q. What was the amount of merchandise sold to that customer during the year 1910, prior to August 15th? A. About $2,000.

Q. Does that include all the business done during 1910, seven and one-half months? A. It does.

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Q. What do the figures show for 1909 with that same customer? A. About $4,500.

Q. Do I understand that each of these customers on the Island of Manhattan, concern whom I have questioned you about, were customers of yours during the years 1908 and 1909 and a part of the year 1910? A. Yes, sir.

Q. And that all or practically all of their orders stopped in 1910?

Mr. Beattie: Objected to as leading and

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not calling for the facts and endeavoring in a strained form to produce an inference that the business has been driven away by the defendants without the facts being given.

A. Their orders stopped August 15, 1910. We have not had an order from them since that date.

Mr. Maloney: I move to strike that out as not responsive to the question.

Q. I will ask you, Mr. Paine, to give me the total amount of business you did with customers 4814
on the Island of Manhattan in 1906? A. About $190,000, in total.

Q. In 1907? A. About $75,000.

Q. 1908? A. Between forty and fifty thousand dollars.

Q. 1909? A. About the same.

Q. 1910? A. About the same.

Q. 1911? A. About $11,000, down to August 1st.

Q. I will ask you how much of that $11,000, if you can tell me, was in 1⅜ sash? A. About one-half.

Q. And what is the distinction between 1⅜ 4815
sash and 1¾ sash? A. The distinction is as to thickness, one being 1⅜ inches thick, and the other 1¾ inches thick.

Q. You make trips to New York for the purpose of looking after the sale of your company's product, do you not? A. Yes, sir.

Mr. Beattie: I move to strike out all the evidence with regard to sales to Manhattan customers as incompetent, irrelevant and immaterial in not showing the causes for the change in the sales.

Mr. Mayer: I join in that motion.

Q. You are acquainted in a general way, are you not, with the conditions that surround the sale of your product in the City of New York? A. I am.

Q. And this information, this familiarity with the conditions, comes from your visits there and your conversation with people there? A. It does.

Q. And also from your correspondence? A. Yes, sir.

4817 Q. You are acquainted in a general way with the principal obstacles in the way of selling merchandise in that vicinity? A. I am.

Q. I will ask you, based upon your experience and general familiarty with those conditions, how you explain the falling off of your business on the Island of Manhattan from the year 1906 to 1911?

Mr. Beattie: I object as immaterial, irrelevant and incompetent, the witness not having been shown as being qualified.

Mr. Maloney: I object as incompetent, irrelevant and immaterial, and generally as

1818 not the best evidence and hearsay.

Mr. Mayer: I object on the ground it is incompetent, irrelevant and immaterial, no proper foundation for the testimony has been laid, and wholly improper.

Mr. Maloney: And also calling for expert testimony for a fact which must be capable of direct proof.

A. We have been advised by our customers in New York that they could make no further pur-

chases from us unless we could put the union label on our goods. They have also advised us that they had entered into contracts with the unions in New York obligating them not to purchase or sell materials in our line that did not bear the union label.

Mr. Maloney: I move to strike that answer out as incompetent, irrelevant and immaterial and hearsay.

Mr. Mayer: I move to strike it out as being an improper answer to an objectionable question to which objection has been properly taken; I also move to strike out the answer on the ground that it is not the best evidence and not the proper proof of the facts attempted to be stated by the witness. 4820

Q. I will ask you, Mr. Paine, if but for these conditions which you give as reason for falling off of your business, you would have done as large a business in the succeeding years as you did in 1908?

Mr. Beattie: Same objection.

Mr. Mayer: Calls for a conclusion on the part of this witness and as being incompetent, irrelevant and immaterial. 4821

Mr. Maloney: Same objection, and a question which it is obviously impossible for any one to answer.

A. We would undoubtedly have done an increased business except for the interference that I have described.

Q. You mean by an increased business that your business for a general period of years would

have been larger than 1908? A. Taking the year 1906 as the basis, of about $190,000, we would have done an increased business each year except for the interference I have mentioned.

Mr. Maloney: I move to strike out this answer and the preceding answer as incompetent, irrelevant and immaterial, and that the witness has not given a responsive answer to the question, and repeatedly has made use of the word "undoubtedly," and has not
4823 given even his own opinion in the matter, and has stated no facts; and I object to the use of the word "interference," as no previous testimony on that subject has been given.

Q. What do you mean by interference, Mr. Paine? A. The contracts between the New York customers and the unions binding our customers to use only millwork that bears the union label.

Q. And you refer also to the attitude of the union towards the use of your product? A. Yes, sir.

Mr. Maloney: Objected to as calling for
4824 conclusions and as hearsay and incompetent evidence.

Q. (Question read.) A. Yes, sir, as indicated in the contracts I have mentioned.

Q. Do you or do you not include their attitude towards people who have not made those contracts?

Mr. Maloney: Same objection to that and also move to strike out any reference to attitude as characterizing something which

they assert and not shown by the testimony at all.

A. I do.

Q. And in referring to interference you include these contracts and the objections by the union to the use of your products by other customers?

Mr. Maloney: Same objection to that, no evidence here of objections made by the union at all.

A. I do.

Q. Is this attitude of the union as to refusal to handle or work for people who use this material?

Mr. Maloney: Objected to as leading the witness and suggesting to him what the attitude is.

A. The unions have advised our customers that their members would not work on our products unless they bore the union label.

Mr. Mayer: I move to strike that out as not being proper evidence, not the best evidence.

Mr. Maloney: I make the same motion.

Q. Referring to the amount of business that you would have done, is that your information based upon your experience in your business and your familiarity with the market conditions? A. It is based upon my experience in my business as it has developed in other markets.

Mr. Maloney: I move to strike this out as expert testimony, and no qualification to give

4828 Nathan Paine, for Complainants—Cross.

such testimony having been furnished, and as incompetent, irrelevant and immaterial, and as based upon a comparison with business made in other places not referred to.

Q. Is it or is it not also based upon information you have acquired concerning the New York market?

Mr. Mayer: Objected to as being incompetent and irrelevant.

4829 A. I would like to add to my answer on that previous question, if I may. My information is also based upon my knowledge of building development in New York City, and the demand there for our products, with which I am very familiar.

Q. And when you refer to the growth of your business in other cities, what did you mean? A. I mean that it has increased in other markets similar to New York City and under similar conditions, except for the interference from the unions that I have mentioned.

4830 Mr. Maloney: I move to strike out that answer as the witness's conclusion as to similar conditions, no facts being stated, and similar demands for their material, and as incompetent and immaterial.

Q. That is all.

Cross-examination by Mr. Beattie—

Q. When did these eight plaintiff corporations enter upon this agreement to bring this action?

Nathan Paine, for Complainants—Cross. 4831

Mr. Merritt: Objected to as not a part of the cross-examination, nothing in the direct examination that bears any connection with this whatsoever; objected to further as incompetent, irrelevant and immaterial, having no relation whatsoever to the issues in this case.

A. I don't know as I know what you refer to as agreement.

Q. Well, combination or conspiracy? A. I presume has to do with the date that we employed 4832
attorneys in the matter, which was shortly before the action was commenced by our attorneys; I don't remember the exact date.

Q. Didn't you gentlemen enter upon this combination at a dinner of the Northwestern Association at Chicago on December 7th, 1910, in pursuance of a letter which you sent out, calling them together for that purpose? A. We did not.

Mr. Merritt: Same objection.

Q. Did you write such a letter to these different plaintiffs other than your own company, and other 4833
concerns, asking them to come in and combine to bring this action?

Mr. Merritt: I do not want to repeat my objection all the way through here in regard to this same line of examination, but the same objections will be considered renewed after each question following this line.

A. In company with others, I have had a great

4834 deal of correspondence on the matter during the past year or two.

Q. Did you attend that dinner of the Northwestern Association in Chicago, December 7th last? A. I did not attend any dinner of the Northwestern Association in Chicago December last.

Q. Did you write on November 28, 1910, referring to a proposal of the anti American Anti-Boycott Association to bring this action, did you write to your fellow plaintiffs herein, and other manufacturers, these words: "Their proposal ap-
4835 pealed to me strongly and I immediately made efforts and sounded the various manufacturers in our Northwestern Association as to their views, and as a result a meeting of the Northwestern Association will be held in Chicago, December 7th," did you send out such a letter?

Mr. Merritt: The same objection, and the further objection that the evidence is incompetent, secondary evidence and hearsay.

A. I wrote letters on that subject, but to identify the wording I would have to refer to my original copies.

4836 Q. Do you recall this working in the same letter: "There is every indication that at that meeting action will be taken in favor of permitting the Boycott Association to represent our Association in such proceedings——"

Mr. Merritt: Same objection as to the last question.

Q. "And it is more than probable that this occasion will be unanimous," do you recall writing

that and sending it out to these different plaintiffs? A. I recall referring to that subject, but to identify the exact words I would have to refer to my original copies of my letters.

Q. Was the action of the Northwestern Association at that dinner unanimous?

Mr. Merritt: Same objection, and the witness has further testified that he was not present at such dinner.

A. I did not know of any dinner of the Northwestern Association in Chicago in December, 1910. 4838

Q. (Showing witness a copy of a paper.) I ask you, does this refresh your recollection; just glance at that, please? A. This undoubtedly refers to a meeting held in December, in Chicago, about the date named. There was no dinner given by the Association at that time that I know of, nor did I know that it has been customary for the Association to transact their business in that manner, that is, at a dinner.

Q. That is the only objection to the question, I suppose, as to the dinner, is that it? That meeting was held December 7th? A. I don't remember 4839 that the meeting was held on December 7th; it may have been, I don't remember the exact date; there was a meeting held and I was present at the meeting.

Q. But didn't get the dinner? A. Didn't get the dinner.

Q. And the action was unanimous? A. I believe that the subject was discussed at that meeting, and that the opinions expressed there were practically unanimous.

Q. That is, that the Northwestern Association

should bring this action through you gentlemen? A. There was no action taken at that meeting that I recall by the Association as an organization; the individual members present expressed their opinions.

Q. These opinions were unanimous, practically? A. The opinions were practically unanimous.

Q. To the effect that such an action should be brought? A. To the effect that some action should be taken.

Q. This is the only action that has resulted
4841 from that meeting? A. I believe it is the only one.

Q. Now, you say further in this letter of November 28th, 1910, I ask you, you recall this is a letter of yours, don't you? A. It appears to be a letter of mine; I could only identify it by referring to my original copies.

Q. We will probably ask you to produce this letter if you cannot recall. Now, you further say in this letter: "The advantages, however, of the several associations acting together is evident, and it is certainly to be hoped that the Eastern an dalso the New England associations and per-
4842 haps the Veneered Door Association as well, will all join in the movement." Did they all join in the movement? A. No associations as organized were parties to the matter at any time that I am aware of, except to the extent of discussing the subject informally as they were assembled in their general meetings for other purposes.

Q. What is the full name of that Northern Association, or is that the full name? A. I believe the full name is, Door, Sash & Blind Manufacturers' Association of the Northwest.

Q. Your company is a member of that? A. It is.

Q. What do you refer to here as the Eastern and New England Associations; please give me the full names of those? A. I cannot give you the exact names of those associations.

Q. Are you a member of those? A. Our company is a member of the Eastern Association, but not of the New England Association.

Q. Are you a member of the Veneered Door Association? A. Our company is a member of the Veneered Door Association.

Q. You say here, "It is expected that the Fur 4844
Door Association on the Coast will join, and if they do, the California Pine Door Association will do like wise"; did they both join?

Mr. Merritt: I want to renew the same objections, and I also want to state this: That if this has any bearing whatsoever on your special defense, and if it is on your special defense, I want to reserve the right of rebuttal, and I would be unwilling to go on now on your special defense unless it is specially understood that I reserve the right to all rebuttal on this until after the close of your case.

Mr. Beattie: I don't care to answer that 4845
now, I have other ideas than that in view on this examination; I do not care to answer that now.

A. I have already said that no associations were parties to the case.

Q. But you did expect those associations, and you so wrote that you did expect all those associations to join the Northwestern, you so expected, didn't you? A. I presumed that they might join.

Q. And which expectations have not been realized up to date? A. They have not.

Q. Do you draw a distinction between an association acting together and talking unanimously and advocating action unanimously by the individuals, and then passing a resolution approving the action, is that what you mean to do here? A. I will answer that by saying, that I regard it proper for members of an association, when they may be assembled for association work, at recess or at other times, to discuss matters that are entirely
4847 foreign to the association work and to the purposes for which they are assembled, which is the fact in this matter.

Q. But you did not consider an action, or such facts as these where all the members discussed a subject at a meeting of the Association and no resolution is passed, you do not consnder the association has acted in any way in approval of the action? A. It was in no sense an association matter, or an association action.

Q. Did you attend the meeting of the Veneered Door Association at which this matter came up? A. I did not.

4848 Q. Did you attend the meeting of the Eastern Association at which this matter came up, of bringing this action? A. I did not.

Q. Did any member of your corporation attend either of those meetings? A. No, sir.

Q. You are really the spokesman for your association, ain't you; you are the main man in authority? A. Which association?

Q. Of your own association, I mean of your own corporation, Paine Lumber Company? A. I am Vice-President of the corporation.

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Q. You are really the man to whom people go in connection with labor or any other matter, whether you are general manager of the association or not? A. In the absence of the president, I should act finally in such matters, I presume.

Q. Is he absent a large part of the time? A. He is not absent from the city; he is my father, and on account of his age does not put in long hours and is not specially active in the business.

Q. That is what I mean, you are really the active man in that company? A. We have an active board of directors.

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Q. Now do you know as to whether this matter came—did you attend the Fir Door Association and the California Pine Door Association meetings? A. I did not.

Q. As a member of the Veneered Door Association and of the Eastern Association, were you informed of what action was taken by the unanimous or other action of the different members at those two meetings? A. I was informed that no action was taken by those associations.

Q. Who informed you that? A. Mr. Dwelle, the secretary.

Q. Is he in town here? A. He is not.

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Q. Now, what is the purpose of this Northwestern Door Association?

Mr. Merritt: Objected to on the further ground that it more particularly appears in its constitution and by-laws.

Mr. Beattie: I withdraw it if that is your objection.

Q. Now, these associations have divided up the United States in certain different territories, and

4852 fixed the prices which you should charge for your mill products in each section definitely, have you not?

Mr. Merritt: Objected to as a leading question.

A. They have not.

Q. You mean none of them have; haven't they fixed prices? A. I mean that none of them have.

Q. That none of these associations have fixed prices that should be charged in different terri-
4853 tories of the United States? A. That is what I mean.

Q. (Showing witness a certain written document.) Do you recall seeing that circular No. 40? A. I do not recall seeing it; I recognize the form, however.

Q. Circular No. 40; of what association is that? A. That is the Eastern Association.

Q. Of which you are a member? A. Of which our company is a member.

Q. You notice this circular says: "Circular No. 40, applying on the revised price list of March 8, 1910, for all of the State of New York, and all
4854 the State of New Jersey, and all that portion of the State of Pennsylvania East of the counties of Potter, Clinton, Center, Huntington and Fulton, and all of the New England States." You recall those words on this circular? A. I may say that these circulars never come into our office; it appears to have to do with their local business in that territory, and we have never been in possession of that circular.

Q. Don't you ship goods according to the prices stated in this circular? A. We have never paid

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the slightest attention to any prices in any such circular whatever.

Q. You are members of the association that sent out this circular? A. We are members.

Q. Do you mean to say that you are sending material into the territory that is described in that circular at different prices than are set forth in that circular?

Mr. Merritt: I want to make the further objection here that you have no right to cross-examine your own witness.

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A. We are shipping goods into that territory at from ten to thirty per cent. below the prices named there.

Mr. Beattie: I offer that in evidence and ask that it be marked "Defendants Exhibit A. D. C. P. Sept. 6/11."

Q. Are you doing that sub rosa or are these open transactions?

Mr. Merritt: I renew my objections to this line of examination, and to that exhibit, and further state that I shall insist upon the right of rebuttal after the defendants have closed their case, as they are apparently offering their own side of the case by independent exhibits.

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A. Our open quotations are on that basis.

Q. Then you do not understand that this Eastern Door, Sash & Blind Manufacturers' Association is an organization of manufacturers of doors, sash and blinds to fix prices of their products? A.

4858 I know that it is not an association for that purpose.

Q. And can you explain why Circular No. 40 does fix prices for that territory, of New York and around there? A. It does not fix prices for that territory or for any other territory; it is my understanding that the members frequently meet and have expressed their opinions as to market values, and it would appear from that circular that the secretary has distributed that information.

4859 Q. That is, there was no resolution in this regard either, was this a sort of a unanimous discussion on these figures? A. I have never attended a session of the Eastern Association.

Q. You get these circulars regularly as members? A. We do not get these circulars.

Q. Are these not sent out to members? A. Not sent out to the Paine Lumber Company.

Q. This is compiled by G. W. Dwelle, the secretary, you know him? A. I know him personally.

Q. And he is the person to whom you addressed this letter of November 28, 1910, isn't he? A. He is.

4860 Q. Have you ever done anything to prevent the association from sending out circulars like Exhibit 40? A. It may be well for me to explain that this association is understood to be a local association in that territory; we are not manufacturing in that field, and are only members nominally; we do not attend the meetings.

Q. You sell in that field? A. We sell in that field, but we do not manufacture there.

Q. But you are supposed to sell according to the prices fixed for that field, are you not? A. No, we are not.

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Q. I offer that letter—you know that it is a copy? A. It appears to be a letter of mine on that subject; I would have to identify it——

Q. I cannot offer it as long as he is objecting to the proof of it—you are more familiar with the affairs of the Northwestern Association, are you not? A. Yes, sir; very much more.

Q. They cover your territory? A. They do.

Q. That association passed a resolution unanimously authorizing and endorsing this action, didn't it, around the date of it, at a meeting held in Chicago, December 8th? A. The meeting may have passed a resolution expressing the sense of the meeting that some action should be taken; I think a resolution of that nature was passed at that meeting.

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Q. Do you recall writing to G. W. Dwelle, secretary of the Eastern Door, Sash & Blind Manufacturers' Association on December 12, 1910, these words:

> Mr. Merritt: I renew my former objections, and on the further ground that this is not proper evidence.

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Q. "Dear Sir—It is a pleasure to inform you as to the action of the Northwestern Manufacturers' Association on the labor situation considered at their recent meeting at Chicago, held Thursday, December 8th. At this meeting resolutions were passed unanimously endorsing the efforts proposed through the Anti Boycott Association and favor each and every member joining the same, and endorsing the use of our association name in court proceedings for the purpose. Am also very glad to inform you as to negotiations

4864 with the Fir Manufacturers' Association on the Pacific Coast, through Mr. Osgood of the Chehalis Fir Door Company. Several in this association are already members of the Anti Boycott Association, and Mr. Osgood is quite confident as to the attitude of his associates in the matter. Yours very truly, Nathan Paine."

Mr. Merritt: Why don't you wait until you get your letter; that is clearly incompetent, to read from a document of your own.

4865 Q. Do you recall writing that? A. I recall writing a letter of that character. I do not remember the exact wording.

Q. Will you please produce that evidence after lunch? A. That is December 12th?

Q. And November 28th, both to Dwelle? A. I will.

Q. Do you recall using those words, "Endorse the use of our association name in court proceedings for the purpose"; do you recall the use of those words? A. Those words may be correct; but I prefer not to confirm them without the original copy of the letter.

4866 Q. They would refer to the Northwestern Association, whose full name is Door Sash & Blind Association of the Northwest? A. Yes, sir.

Q. Do you recall here as to these words: "Am also very glad to inform you as to the negotiations with the Fir Manufacturers' Association of the Pacific Coast"; what was the result of those negotiations? A. No action was taken that I know of by the Fir Door Association.

Q. What caused you to be very glad about this, do you recall that; it says you are very glad? A.

I had letters from Mr. Osgood; he had discussed the subject with other manufacturers in that territory who were also members of that association.

Q. Meaning the Boycott Association? A. No, meaning the Fir Door Association; and my encouragement was based on the correspondence with Mr. Osgood.

Q. Do you mind bringing that, too? A. If I can locate it I shall be very glad to bring it.

Q. Have you the minutes of the meeting of December 8th, of the Northwestern Manufacturers' Association, held in Chicago? A. I have not. 4868

Q. Who has those? A. They are undoubtedly of record. The headquarters of the association has always been in Chicago.

Q. Who is the secretary? A. I do not know the name of the secretary, and I think the records are in the hands of the president, Mr. Huttig, of Muscatine, Iowa.

Q. Haven't you copies of those proceedings? A. I have not.

Q. Didn't you have copies before you when you spoke of endorsing the use of the association name? A. I did not. 4869

Q. Did you attend that meeting on December 8th at Chicago, 1910? A. I did.

Q. What date have you got about the Chehalis Fir Door Company's action on the proposition of bringing this suit, you refer to that in this letter of December 12th? A. I have nothing except correspondence from Mr. Osgood, if that is intact.

Q. You don't want to be of record here as stating that this Northwestern Association did not pass resoludtions in this regard, do you? A. I think they passed a resolution endorsing the mattering, possibly.

4870 Q. Endorsing the efforts proposed through the Anti Boycott Association, that is what you mean? A. Yes, sir.

Q. But you think the Eastern Door Association only acted through the discussion of its individual members? A. Yes, sir.

Q. Is that your information? A. Yes, sir.

Q. But you don't know as to that? A. I was not present at the meeting and have no personal knowledge.

Q. Who has knowledge of that? A. The sec-
4871 retary, Mr. Dwelle.

Q. He is in Syracuse? A. He is in Syracuse, New York. I may add that I was advised at the time that the association took no action.

Q. Who advised you of that? A. Mr. Dwelle, the secretary.

Mr. Merritt, will you make a note of two letters written by Mr. Paine November 28th, instead of one, and one written December 12, 1910, all three addressed to Mr. Dwelle.

Q. Personally, you were really the one that brought all these associations or these individual
4872 men together and initiated this action, were you not; don't you claim credit for that? A. I do not recall that I have made any claim for credit in the matter.

Q. Do you understand that you were or do you know any other man that initiated this thing? A. It is my impression that I started the general correspondence among the manufacturers in the matter.

Q. To ascertain how these different associations

felt? A. Primarily to ascertain how the different individuals felt.

Q. But you wrote to the secretaries? A. I did, for convenience and to economize my labors in the matter.

Q. Didn't each of these associations act on your request in some way? A. I don't think any association passed any resolution in the matter except the one you have cited, that is, the Northwestern Association.

I would like also, please, Mr. Merritt, a letter that Mr. Dwelle wrote to Mr. Paine on December 19th, 1910, with regard to the action of the Eastern Association. 4874

Q. I wish you would produce, Mr. Paine, letters from these different secretaries of these different associations, whether you are members of them or not, including all these associations we have covered, as to their response to your letter with regard to this action. A. Permit me to say that the secretary might write me as to the nature of the discussion among the members who were in session there on this subject, and might handle it in his correspondence and refer to it as the association action, whereas no resolution might have been passed and really no action taken by the association of any nature. 4875

Q. You might just as well speculate further and say that they did pass the resolution it is also in the possibilities? A. It would be entirely possible that they passed resolutions and I know nothing of it.

Q. I suppose the letter would be *prima facie* evidence of what it said? A. If he used the word

action, or similar words, it would not mean necessarily that the association passed a resolution.

Q. Where you say resolution, you mean resolution, don't you? A. Yes, sir.

Q. And where you say "At this meeting resolutions were passed," that means resolutions were passed, doesn't it? A. Resolution expressing the sense of the meeting, yes, sir; but not binding the association to any action in the matter whatever.

Q. We will see when we get hold of these letters. Now, you and these plaintiffs are not rivals in
4877 business in the matter of prices, are you? A. In every sense.

Q. Doesn't the Northwestern Association send out circulars fixing prices? A. It does not.

Q. Doesn't it state prices that are to be charged for certain kinds of doors?

Mr. Merritt: Objected to, you are asking the witness concerning the contents of circulars and documents; I object further on the grounds already stated.

A. It does not.

4878 Q. Will you bring here also, Mr. Paine, circulars that the Northwestern Association has sent out during the past year? A. I have not any circulars from the Northwestern Association.

Q. Haven't they sent any out? A. They have not.

Q. Letters or printed documents with regard to prices? A. The Northwestern Association, to my knowledge, has never sent out any such documents during the past year or for several years.

Q. What territory does it cover? A. Wisconsin, Minnesota, Iowa, Illinois——

4879

Q. That is its territory? A. Practically. I don't understand that its territory is limited beyond its name, Northwestern.

Q. It would hape no power to fix prices in the territory of the Western Association? A. It has no power to fix prices in any territory.

Q. What territory does the Eastern Association cover? A. As indicated by its name, the Eastern part of the United States; I think it may be described in the circular you have offered.

Q. And what territory does the Veneered Door Association cover? A. Veneered Door Association is a general organization over the entire country, I believe.

4880

Q. You are not a member of that? A. Yes, sir; our company is a member of the Veneered Door Association.

Q. And Mr. Dwelle is secretary of that association? A. Yes, sir; I think so.

Q. And secretary of the Eastern Association? A. I think he is.

Q. The Veneered Door Association fixes prices? A. It does not.

Q. It don't? A. Not to my knowledge.

4881

Q. Haven't you got any circulars from them? A. I don't know of any circulars from them fixing prices.

Q. Don't they send out circulars referring to prices? A. They send out circulars referring to what are known as List Prices, which are subject to a discount at the will of the seller.

Q. These discounts are fixed, are they not? A. They are not.

Q. See if you got this circular, dated February 14, 1911—Veneered Door Association circular? A. I never saw this circular before.

4882 Nathan Paine, for Complainants—Cross.

Q. But you recognize it as a circular of the Veneered Door Association? A. I have seen such circulars in the past; I have never seen that one.

Q. You don't doubt but what it is one—— A. I don't doubt but what it is a circular of the Veneered Door Association; it is possible our office received such a circular.

Q. Will you please bring here all circulars of the Veneered Door Association that you received the past year? I ask that be offered in evidence and marked Defendants' Exhibit "B." Calling
4883 your attention to the circular I have just shown you, Defendants' Exhibit "B," I ask you if that circular does not provide for fixed discounts on pages 3 and 4 for the different members of the association, including yourself?

Mr. Merritt: I object to that question on the further ground that the circular speaks for itself.

A. It seems to me the wording of the circular is clear: "Prices were then discussed and on motion the following resolution adopted: Resolved, that we recommend that the discounts adopted at
4884 the meeting of October 11, 1910, be and hereby are re-affirmed"; I think I have stated in a previous answer that——

Q. Read a little further? A. "These discounts apply upon the revised Veneered Door List of June 14, 1910, and are as follows."

Q. The Veneered Door List with fixed prices, isn't it, by this association? A. The recommendation of fixed prices.

Q. And you draw a distinction between recommendation of prices by your members and—— A. I certainly draw a distinction.

4885

Q. And in fixing of prices? A. I certainly draw a distinction between recommendation of prices, and a price agreement, which I understand you to be referred to.

Q. You don't understand the same thing, both things to mean the same thing? A. I certainly do not.

Q. You understand these members are permitted to fix any discounts or prices they please on these veneered doors? A. They certainly are, individually——

4886

Q. And to fix—— A. Offer to sell at any price at their own will and to fix discounts at their individual will.

Q. Then, to send out these different circulars, this Veneered Door List of June 14, 1910, and this list, Defendants' Exhibit B, has no particular effect on the price as to what they shall charge? A. It is but little more or less than a price target for the members to shoot at.

Q. And that is the purposes of your organization, to create a target for your members to shoot at?

4887

Mr. Merritt: Objected to, the purposes of the organization should appear in its constitution and laws.

A. I don't understand that the associations were originally organized for any such purpose, but were organized for mutual trade benefits, and that discussions as to prices have naturally drifted into their sessions.

Q. And you have got, you have printed books fixing prices an inch thick, haven't you, these red books, you have got them haven't you, a lot of

them? A. I never saw anything in the nature of a red price book.

Q. Haven't you seen a price book, quite a number of them, half an inch thick; have you got any of those? A. I think I understand what you mean, I believe——

Mr. Mayer: Like that?

Q. I show you a document, price list of the Veneered Door Association, revised June 14, 1910; do you recall that being sent out to your members?

4889 A. I do.

Q. That sets forth prices of different products that are referred to in this price list? A. It sets forth prices that are subject to discount at the will of the member.

Q. The discount is at the will of the member? A. The discount or the price, either.

Q. But you fix the prices before you begin to fix the discount? A. They have, in former years, agreed upon what is known as a gross list, which is not in any sense the price on the goods.

Mr. Maloney: The discount is fixed on the list?

4890

A. It is not fixed on the list.

Q. It is fixed in the manner described in the previous paper, which is exhibited to you; isn't it fixed in Exhibit B? A. The circular says "we recommend."

Q. It is fixed in that manner, no matter what the wording of the fixing may be? A. I don't understand it to be fixed in any sense.

Mr. Merritt: I object to this cross-examination of your own witness.

4891

Mr. Beattie—

Q. You draw a distinction between fixing and recommending; your association only recommends prices and discounts of its members, it don't fix them? A. It has never fixed them.

Q. It does always recommend prices and discounts for its members on the sort of goods that are the subject of this action, has it not? A. The Eastern Association or the Veneered Door Association?

4892

Q. I am covering now only the Veneered Door Association, which covers the United States? A. The Veneered Door Association that you refer to in the circular appears to recommend prices

Q. For its members? A. For its members.

Mr. Merritt: I make the same objection to all these exhibits.

Cross-examination by Mr. Mayer—

Q. You are a member of the Eastern Association? A. Our company is a member of the Eastern Association.

4893

Q. As I take it, Mr. Paine, the Veneered Door Association covers manufacturers of veneered doors throughout the United States, is that right? A. That is right.

Q. The Eastern Door Sash and Blind Manufacturers' Association embraces manufacturers of doors, sash and blinds in what territory? A. Its members are in the Eastern part of the United States.

Q. That covers the territory of New York, of course? A. Yes, sir.

Q. And the territory of these two associations

overlap in the East, do they? A. They do. I would like to add that there are many veneered door manufacturers who are not members of this association or of any veneered door association.

Q. That is outside of the question here. The Eastern Door Sash and Blind Manufacturers' Association, including yourself, also issue a price list for its mill products, which are the same as those involved in this action, doesn't it? A. Every association issues what is known as a gross price list.

4895 Q. This association does, doesn't it? A. Yes, sir.

Q. And that price list is for the use of the members? A. It is.

Q. It is controlling on the members, isn't it, in this case? A. It is not.

Q. Is there any particular use in publishing it if it is not in effect on the members? A. It answers as an expression of opinion on the part of the manufacturers as a whole as to a proper price basis to use, subject to a discount.

Q. Do you mean that you go ahead then and charge anything you please and give any dis-
4896 counts you please? A. We do.

Q. Is this document that I show you now—you recognize as the price list of the Eastern Door, Blind and Sash Association issued March 8, 1910? A. I do.

Q. I will offer that in evidence and ask you that it be marked Defendants' Exhibit "D."

Mr. Pinkerton: It is agreed that we take a recess until half-past one o'clock, for dinner.

At 1:30 P. M., on this 6th day of September,

1911, the same parties appeared as in the forenoon, and the cross-examination of Mr. Nathan Paine was continued by Mr. Beattie.

Q. Did you find those papers? A. I find it quite an undertaking to go through the files; I went to the office and started them on that work; they will get them out, probably take two or three hours, and I will have to return there and get them later.

Q. Do you recognize this paper I now show you as a copy of the minutes of the Eastern Doors, Sash and Blind Association, held in New York City February 14, 1911? A. Yes, I think that ap- 4898
pears to be such a document.

Mr. Beattie: I offer that in evidence and ask that it be marked Defendants' Exhibit "E."

Mr. Merritt: That is objected to as not proper proof, as secondary evidence, and object to it on the further grounds which I have already named.

Q. Do you recognize this printed document as a copy of the constitution of the Eastern Door, Sash and Blind Manufacturers' Association, in 4899
effect at the time this action was brought? A. It appears to be such a copy of the constitution and by-laws of the Eastern Association, but I never saw it before.

Mr. Beattie: I ask that it be marked Defendants' Exhibit "F" and I offer it in evidence.

Mr. Merritt: I object to that on the grounds already stated, that it is not proper cross-examination, and further on the ground that

4900 it has not been properly proved to be the by-laws and constitution of the Eastern Sash & Door Association, and I also want to reiterate my statement that I insist upon the right of rebuttal to all of this testimony.

Q. Now, these price lists for the goods with the discounts were revised from time to time and new lists sent out by both the Veneered Door Association and Eastern Association, were there not, Mr. Paine? A. I believe there were.

4901 Q. Do you recognize this document which I now show you as one of the revisions of the Veneered Door Association? A. I recognize that as such a circular of the Association.

Mr. Beattie: I offer that in evidence, and ask that it be marked Defendants' Exhibit "G."

Mr. Merritt: Same objection.

A. I would like to add to my last answer that the revision of prices or price lists has to do with many of the details besides the price itself, for instance——

4902 Q. Would you mind leaving that for Mr. Merritt when he comes to his examination? So I take it from your evidence, Mr. Paine, that before this action was initiated, as a result partly of letters sent out by you, you had the approval of the bringing of this action, of a majority at least of the members of the Northwestern Manufacturers Association, this Eastern Association, the Veneered Door Association, the Fir Manufacturers Association, and the Chehalis Fir Door Company, is that right?

Nathan Paine, for Complainants—Cross. 4903

Mr. Merritt: I want to add to my former objections, that there is no mention whatsoever in the answer of any Northwestern Association and that the only associations mentioned as combining in any way in the restraint of trade in the answer of any of the defendants are the Veneered Door Association and the Eastern Sash and Door Association, so that even if this evidence had any relevancy on the special defense which the defendants seek to set up, and which they might attempt to prove when their side of the case 4904
appears, it has absolutely no relevancy even in that connection so far as it relates to the Northwestern Sash and Door Association, and I move that all reference to that association be stricken out, and register an additional objection to any questions relating to that association.

A. It is not true to my knowledge that any association acted in the matter, except as the resolution of the Northwestern Association might be construed as an endorsement.

Q. (Question read.) A. I would like to change 4905
my answer. I do not know that my proposals were endorsed by a majority of the members of any association except the Northwestern, and possibly the Fir Door Association of the Pacific coast, by inference in correspondence with Mr. Osgood.

Q. We will have to take that up when we get these letters, Mr. Paine, again.

Mr. Merritt: I move to strike out any reference to the Fir Door Association on the same ground that I moved to strike out any reference to the Northwestern Association.

4906 Q. You understood that this Eastern Association—didn't you understand that the Eastern Association at the meeting of February 14, 1911, had acted in favor of your proposition of bringing this action, as stated in this Exhibit E of this date? A. I do not understand that the Eastern Association in their meeting of February 14th acted on the matter in any form, I do not recall——

Q. Didn't you understand that the members as individuals at that meeting had unanimously ap-
4907 proved of the action? A. I understood that the weight of opinion among the members present approved of the proposed action.

Q. And you understood before the bringing of this action that the Veneered Door Association—A. Permit me to add to my answer?

Q. Yes, sir. A. But not as an association, only as individuals.

Q. Did you understand that you had also secured the approval of the bulk of the members of the Veneered Door Association before bringing the action?

4908 Mr. Merritt: I have got to object to the form of these questions also; what this witness understood is entirely immaterial; it is not shown that he had any knowledge whatsoever concerning the situation, of the meeting of the Eastern Association, or the Veneer Door Association, as to what proceedings were had there.

A. I do not understand that the matter was even discussed at any meeting of the Veneered Door Association.

4909

Q. You got a letter in reply to your letter to the Veneer Door Association about it, didn't you? A. Yes, sir; the Secretary is identical with the Secretary of the Eastern Association.

Q. Now these members, the bulk of these members, coming down to the financial end of it, who endorsed the bringing of this action, are now paying for its continuance, are they not? A. Do you refer to the members of these various associations?

Q. Yes, sir. A. No, they are not contributing that I know of.

4910

Q. Do you ask them all to join this Anti-Boycott Association in your letters to them, did you not?

Mr. Merritt: Objected to as incompetent, irrelevant and immaterial and no relevancy to the issues in this case, and on the grounds already given.

A. I did.

Q. And as members of that association they are carrying on this action, are they not? A. Such of them as joined the Boycott Association and are members of it——

4911

Q. Are you contributing? A. Could only be contributing through their membership dues so far as I know.

Q. In that way only are you contributing yourself to the maintenance of this action?

Mr. Merritt: Same objection to all this line of examination.

A. Yes, sir.

4912 Nathan Paine, for Complainants—Cross.

Q. Have you sent any money to the New York office of this Association to be used in the prosecution of this action since August 31st last?

Mr. Merritt: Same objections.

A. We have contributed to the support of the association since that date.

Q. When is your next payment due? A. When we are called upon by the association.

Q. Have you given any money to the Anti-
4913 you or your corporation given any money to the Anti-Boycott Association since August 31st last? A. Yes, sir.

Q. State when and what amount?

Mr. Merritt: Same objections.

A. I will have to refer to the records for the dates and exact amounts.

Q. Can you approximate? A. Less than $500.

Q. And more than what? A. $50.

Q. More than $50, to whom did you send this $50? A. It would be mailed to the Secretary of the Anti-Boycott Association.

4914 Q. Mr. Lee? A. Mr. Lee.

Q. At his New York office, 29 William Street? A. Yes, sir.

Q. And has that been done since August 31st? A. It has.

Q. What date was that done?

Mr. Merritt: Same objection to this line of examination; it has no bearing on this case, whether the money was contributed before August 31st or after that date, and it is ob-

4915

vious counsel are examining for ulterior purposes.

A. I think we have remitted three times in the interval.

Q. Since August 31st? A. 1910.

Q. I mean 1911, when you spoke of that $50 didn't you mean August 31st, 1911? A. I understood August 31, 1910.

Q. No, I mean 1911? A. I don't think we have remitted to the association since August 31st this year.

4916

Q. Do you want to give the impression from this evidence of yours that the organization of carpenters in the City of New York has interfered in any way with your business in New York City and Manhattan? A. I am only interested in giving the facts, not impressions, and the facts are that their actions have interfered very seriously with our business.

Q. That is your impression? A. I know that to be so.

Q. You know this action was commenced on March 4th, I suppose? A. Is that the date of it?

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Q. Yes, that is the date, assuming it was begun on March 4, 1911, did you on March 9, 1911, write a letter to the *Daily Northwestern*, a newspaper published in this city, in the City of Oshkosh, in which you say: "Our company has never had a shipment returned because of labor difficulties. I am competently informed that this is equally true with all similar plants in Oshkosh." Do you remember writing that? A. I do.

Q. And further, did you write this: "We have sold practically none of our product in the New

York district controlled by union labor for several years, and especially during the past two years, when our sales over the country at large have taxed our capacity. Thus the present condition of trade with us is not due to loss of business in New York." Is that part of what you wrote? A. It is.

Q. Further, did you write: "The apparent effort in the quoted statements of this man Philip Carlin to attribute present factory conditions here to union labor boycott is both an attempt to de-
4919 ceive your readers and a confession of an offense against the law in fostering a boycott;" is that true? A. I believe it is.

Q. Did you also state this: "If the efforts of the Anti-Boycott Association to open the building material markets of New York City to the rest of the country are successful, it will help our conditions in Oshkosh slightly, and the benefits though small will be welcome"; is that right? A. That is right.

Q. Then you are only expecting a slight benefit from anything that may be produced by this suit? A. Yes, sir; a slight benefit in a very large busi-
4920 ness may be a very large item in itself.

Q. And is that what you meant when you said slight benefit? A. That is what I meant.

Q. And the benefits though small will be welcome. Did you also make at the same time this statement: "The comparative wages of 62½ cents per hour in New York and 19 cents per hour in Oshkosh, mentioned in the article here referred to, are very suggestive." Does that give a right idea of the difference in wages?

Mr. Merritt: Objected to on the ground that it is not cross-examination.

A. I think I quoted Philip Carlin in those figures, did I not?

Q. You say, they are very suggestive, are they correct? A. They are not correct, according to my knowledge.

Q. They are suggestive of what? A. Doesn't the following in the letter explain what it is suggestive of?

Q. No, except that you say that the consumer of course is the one who ultimately pays the wage scale? 4922

Mr. Maloney: Read that question.

(Question read.)

Q. The consumer of course is in the one who ultimately pays the wage scale. What do you view the difference in wages between the two communities of Oshkosh and New York? A. Approximately between twenty cents an hour and fifty cents an hour, for the same class of labor.

Q. You have done you say, I believe, many times $5,000 worth of business in New York per year for a number of years? A. Yes, sir. 4923

Q. And all this time these labor unions were organized just the same as they are now, were they not? A. I think the labor unions have been organized there for a great many years.

Q. And you never found any interference with them in how many years, when did you first come to the conclusion they were interfering with your business? A. Actively in 1907.

Q. About 1907? A. Is when their interference

4924 became aggressive so as to interfere with our sales.

Q. And you have sold, and in that year you sold $75,000 worth of material in New York City? A. Approximately; the previous year $190,000.

Q. Does that cover just Manhattan? A. Just Manhattan.

Q. You say you are familiar with labor conditions in New York City, the labor unions were organized the same way in 1906 as they were in 1907? A. Organized in the same way; yes, sir;
4925 but not as active in interfering with the sales of our products.

Q. Don't you know that that what they call arbitration agreement was in force long before 1906, are you familiar with the arbitration agreement in New York? A. Have seen copies of the arbitration agreement.

Q. And did you understand that under these agreements and the trade agreements in New York, that certain manufacturers were only to handle union made materials? A. I don't know how many years back the agreements stipulate that non-union material should not be used, it is
4926 my belief that that agreement, that part of the agreement, only went back a few years.

Q. Didn't you understand in your looking over labor conditions there that it antedated 1906? A. I believe that it did.

Q. You have done up to 1910 from forty to fifty thousand dollars worth of business in Manhattan alone, haven't you? A. We have.

Q. And that material is put up by some carpenters, isn't it? A. It is——

Q. Has to be? A. Yes, sir.

4927

Q. And nobody has ever interfered with any of that business that you know of, you swear here that nothing has been ever returned, or you state that none of your goods have ever been returned to you? A. The fact that they have not been returned is not evidence that the sale has not been interfered with, the customer purchasing might be very seriously interfered with, but under the terms of his purchase from us there would be no condition whereby he could return the shipment because the labor unions declined to put up such materials.

4928

Q. There is not any specific instance that you can point out of interference with the sale or installment of any of your goods in any one case, is there? A. Yes, sir; there is.

Q. In Manhattan? A. In Manhattan.

Q. How many years ago was that? A. The present year.

Q. The present year? A. And last.

Q. One or more instances? A. I have in mind two instances.

Q. Were you there at the time, have you any personal knowledge on the subject, or were you just told about it? A. I have the knowledge of the reports of the men working under my instructions.

4929

Q. But you haven't any personal knowledge? A. I have not dealt personally with any representatives of the unions.

Q. And what information you had as to the conditions in New York in this regards you obtained here? A. Part of it I obtained here, and part of it I obtained on the ground in New York in direct conversation with our customer.

4930 Q. It was from talk with customers? A. It was.

Q. Did that result in any loss to you, none of your goods were returned, were they? A. No goods were returned, but in one case that I have in mind the customer declined to make further purchases, and whereas we have sold him frequently in years past we have not had one order from him this year.

Q. That has happened in a great many cities, hasn't it, that you loss a customer one year and
4931 gain one the next? A. Not because the carpenters' union interfered with the sale.

Q. You never knew of them interfering—they simply decline to put up non-union stuff? A. Inform the customer if he purchases non-union material they would not put it up.

Q. You have no personal knowledge, it is what the customer told you? A. It is what the customer told me.

Q. What customer told you that? A. Mr. Hubbell, of the Hubbell Hardwood Door Company, and Raabe & Son, the latter by letter.

Q. But you knew it was not so when they told
4932 you? A. I had every reason to believe it to be so.

Q. Didn't you have reason to believe it was not so when you were having $50,000 worth of stuff put up every year by those same people? A. A large part of the $50,000 of business that was being put up by the carpenters was 1⅜-inch sash, which was eliminated by the agreement between them and the contractors and the mill men.

Q. They were putting up your non-union stuff at the rate of $50,000 a year in New York City?

Mr. Merritt: Who was putting it up?

Q. Carpenters in New York City; that is right, is it; these carpenters have been putting up that much stuff every year? A. They were.

Q. They are now? A. I would like to add to the answer.

Q. I am referring specially to Manhattan? A. Yes, sir; but much of that material that they have been putting up during the last three years or more, they have put up without knowing it was non-union material; in some cases by request of customers the goods were consigned to other people for the purpose of misleading the Carpenters 4934
Union in its interference, and enabling the buyer to have the materials put up by the carpenters.

Q. Tell us in what instances this subterfuge was resorted to? A. In sales to the City & Suburban Homes Company I know that goods were so handled.

Q. Is that the only instance? A. That is the only instance that I care to name definitely and trust my memory on at this time, it occurred, I think, two or three times, until they finally notified us that it was too much trouble and exposed them to too great a risk of strike and delay on their work, and for those reasons they could not make 4935
further purchases from us in any manner.

Q. You have had an injunction for the past four months against any such interference with your business, and how much have your sales increased during those four months? A. They have decreased, at least there has been no increase.

Q. During the period since you got this injunction there has been no increase? A. No increase.

Q. And there has been a decrease? A. I should say a decrease rather than an increase.

Q. How long have you had the two same salesmen, whose names you gave, in Manhattan, New York? A. For several years.

Q. How many years? A. At least three years or more; one of them has been there for seven or eight years.

Q. How long did you stay in New York City figuring out labor conditions? A. I am in New York City frequently, several times a year, and have been for a good many years.

Q. How often have you been there this year?
4937 A. Two or three times.

Q. How long did you stay each time? A. Several days.

Q. What labor people did you see while you were there? A. I met no laborers.

Q. Where did you get an idea of the labor conditions there during those several days? A. By discussing with customers.

Q. Just from customers; did you see, this year, for instance, and converse about labor conditions with any one else? A. I met Mr. Hubbell.

Q. Hubbell is a union man, union dealer, isn't he? A. Mr. Hubbell's mill is a union mill.

4938 Q. What is the name of it? A. Hubbell Hardwood Door Company.

Q. Where is its mill? A. New Rochelle.

Q. You say he runs a union mill but buys your non-union materials? A. The work that he produces himself is union material.

Q. But he sells your non-union material? A. He does.

Q. He is doing it yet? A. He is.

Q. Is he the only one you spoke to to ascertain about labor conditions in New York City, I mean

in Manhattan especially? A. I spoke to Mr. Parschelsky.

Q. Parschelsky, what are his initials? A. I can't give you his initials.

Q. Where is he? A. In Brooklyn.

Q. In business for himself over there? A. Parschelsky Bros.

Q. You testified here that your customers told you that you must have a union label on your goods in order to sell them in Manhattan, didn't you, to that effect? A. I will correct my testimony on that point if I have so stated; I should 4940
have said that we would have to make the goods with union labor, I don't think the label was named.

Q. You want to correct your evidence in that regard? A. It has always, I think, in every case referred to union labor rather than to the label.

Q. None of your customers ever said anything to you about being necessary to have union label on your goods to sell them in New Yrk? A. I think their statements have been confined to union labor, that the goods would have to be union made. 4941

Q. I think you testified too that the unions had advised your customers that they would only work on goods with the union label on, do you mean to correct that too, that the unions did not so advise your customers? A. I would correct that in the same manner, that they advised the customer they would only work on union made goods.

Q. You say you do not designate in your mill as to whether men are union or non-union, do you make any such designation as to women or girls or boys? A. We do not.

4942

Q. You hire non-union and union women and girls? A. Indiscriminately?

Q. Indiscriminately as to age?

Mr. Merritt: Objected to as not cross-examination.

A. We employ them under the laws.

Q. Do you discriminate as to age of girls or boys? A. We employ under the laws of the State of Wisconsin.

Q. What are the laws as you understand it as
4943 to age? A. The law as to age is 16.

Q. You mean then you have no girls, you had none at the beginning of this suit, that were under 16 years of age working on these products involved in this case? A. I didn't say that.

Q. You said you had complied with the law, and the law is 16? A. The law permits giving employment to those under 16 in emergency cases where they appeal to the court and get a permit of necessity, child of a widow or similar conditions. We have also been appealed to from time to time, by parents when employed, who had a child that was wayward, and they wanted to keep it off the streets
4944 during vacation period, and we have sometimes given them employment under those conditions, where the court issued the permit.

Q. How many women have you working at buzz saws at your factory?

Mr. Merritt: I want to reserve the same objection to all this, that it is not cross-examination.

A. Very few, if any.

Q. What do you mean by very few? A. I have never seen a woman working at a saw in our mills.

Q. No woman working on what they call circular or buzz saws? A. I have never seen them working in such a place; there might be a case or two without my knowing it.

Q. Are there not four women there working now on buzz saws and getting nine to ten cents an hour for their work? A. There may be, but I have no knowledge of it myself.

Q. Who would know about that? A. The foreman of the department where they are employed.

Q. If they are working at these saws in your factory, would that be their wages, nine to ten cents an hour? A. The wages of women in factories here——

Q. Take these now, take up the others later? A. In our factory run from nine cents to fifteen cents an hour.

Q. How about girls? A. The same.

Q. Haven't you got 14 girls working now under 16 years of age at eight cents an hour? A. I examined our time records within the last week and could not locate a wage among the women and girls under nine cents an hour.

Q. How about March 4, when this action was begun? A. There may have been, and I think there was a wage advance shortly after that.

Q. Are there not 25 women now, women working in what you call Veneer Room at eight and a half cents an hour? A. They must all be getting nine cents an hour now; I think there may have been that number working at that wage, you say March 4th?

4948

Q. Yes, sir. A. About March 4th.

Q. Were there then five women, and does that also apply to now, working on slot machines with wages of eight to ten cents an hour? A. I think there were.

Q. Are now? A. They would be getting nine to ten cents an hour if they were working there now.

Q. Are there six boys under 16 years of age getting ten cents an hour? A. We have no employees under 16 years of age at present, because

4949 of recent state law which limits the hours of work for those under that age, and it was not practical for us to continue giving them employment under the law.

Q. How about on March 4th of this year when you begun this action? A. The law went into effect July 1st. Prior to that there were a number of them employed.

Q. Both boys and girls under 16? A. Yes, sir.

Q. Have you thirty-five men working on and around machinery with wages of 12½ cents an hour? A. We have no men working for 12½ cents an hour, unless they are so old that they are

4950 inefficient, and are in the nature of pensioners, or for some other similar reasons; any able bodied man can get fifteen cents an hour, and that is our minimum for common labor.

Q. Were there thirty-five men incapacitated in that regard on March 4th, so that they only got 12½ cents an hour at that time? A. I don't understand the report that you quote.

Q. This matter is dated the beginning of the action, March 4th? A. I do not understand that as indicating that any large portion of the thirty-

five had a wage of 12½ cents, or 13 or 13½ cents per hour; the range given is from 12½ to 15, is it not?

Q. Were some of them as low as 12½? A. I presume there may be some as low as 12½, for the reasons I have given.

Q. In the glue room are ten women employed on glue machines from eight to ten cents an hour, or were there at the beginning of this action? A. I think there were more than that.

Q. Were they and are there now 200 men working on bench machines with wages from 15 to 17½ 4952
cents an hour? A. We have no men working on benches at 15 cents a hour, except those who are in the nature of apprentices, attempting to learn how to do the work; the minimum wage on any benches would be 17½ cents an hour.

Q. Have you 200 men working at that rate on benches? That is, 17½ cents an hour minimum? A. Yes, sir.

Q. Are there 200 men that work at that rate? A. No, they got from 17½ cents an hour up to 30 cents an hour.

Q. How many have you got at 17 cents an hour? 4953
A. I should say half of them would be at 17½ to 18 cents an hour.

Q. What does half mean, how many in numbers is that roughly? A. About a hundred; those men are not in any sense carpenters.

Q. They work on machines turning out woodwork, such woodwork as is involved in this action, don't they? A. They do, they are not——

Q. How many women have you got now in your factory, how many females altogether? A. About 300.

Q. How many of those are girls? A. Two-thirds of them.

Q. And you say none of them are under 16? A. None of them are under 16 now.

Q. Up to July 1st, there were many of them under 16? A. Possibly ten per cent.; I would change that to five per cent.

Q. Now, when you speak of wages in the east running up to 50 cents an hour, you know that girls and women are not employed in those factories, don't you? A. I don't know of any girls or
4955 women employed in those factories. What do you mean by those factories in the east?

Q. Factories that make the same stuff that you make? A. I referred to the carpenters' wage in New York City; those men are not to be compared in any sense with the factory workers.

Q. On March 4th you only had about 100 females employed in your factory? A. We had approximately the same number that we have now.

Q. You let part of them girls under 16 go on July 1st? A. Some would be replaced, a number of them, by older women.

Q. You try to employ women and girls wherever
4956 you can, the wages being cheaper than men? A. We would employ as many women and girls as we could to any advantage.

Q. These four that are working on buzz saws do just as well as men on that work? A. They are undoubtedly there in place of boys.

Q. They are cheaper than boys, aren't they? A. I think they are a little cheaper than the boys now.

Q. Wages of boys increase and the women and girls don't increase? A. All wages have increased with us during the last few years.

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Q. Girls, as I take it, from the time of the beginning of this action to the present, have increased half a cent a hour, because, I believe, you admitted, you admitted, did you, that they got 8½ cents an hour March 4th? A. Yes, sir.

Q. And none of them get less than nine now? A. Yes, sir.

Q. How have the boy's wages increased in that time? A. In about the same proportion.

Q. Have the men's wages increased at all? A. I don't think the men's wages have increased at all in that time.

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Q. They simply take what you give them, you can get plenty of men at any price you want? A. No, we have been confronted here for some years with quite a scarcity of men; the city has grown fifty per cent. in that time by reason of the growth in these woodworking factories, and the additional labor has been drawn from all over surrounding territory and in open competition from every market; we have induced them to come here from such distant points as Saginaw and Bay City, Michigan, Milwaukee, Minneapolis and St. Paul, and all points from this state and Michigan.

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Q. You have not tried to induce any of them to come by increasing their wages? A. We have offered them the existing scale of wage in Oshkosh, and that has been sufficient inducement to bring them from these other territories.

Q. Have you got now all you can handle? A. We have an ample supply at present.

Q. And you have not increased the wages of the men, as to the men in how long? A. There has been a gradual increase in wages for ten years.

Q. Then what did you start with—with those

men that work on machines now for fifteen cents now an hour, what did you start them with ten years ago? A. Your words in your question are misleading, suggesting that a fifteen cent an hour man is a machine hand; he is not in any sense a machine hand.

Q. Didn't I ask you a bench or machine hand? A. That is the minimum basis here of our common labor, the cheapest labor that is employed.

Q. Don't they work at benches? A. The bench worker is not a machine hand.

4961 Q. Then suppose I drop the word machine hand, the bench hands that now get fifteen cents an hour got how much an hour ten years ago when wages began to advance? A. Such men were working ten years ago at 12½ and 13 cents an hour.

Q. In ten years they have got an increase of 2½ cents an hour? A. Yes, sir.

Q. Does that same proportion apply to machine hands? A. Yes, sir, about the same proportion.

Q. How much has been the increase in connection with these women that work at these circular saws during the ten years, who now get nine to ten cents an hour? A. They have been increased

4962 in the same time about 20 per cent.

Q. They started with six or seven cents an hour ten years ago? A. About seven and a half cents an hour; 20% would be nine cents.

Q. What brings about the increase, it is not a voluntary gift on your part, is it? A. It is voluntary to the extent that we find the conditions of the business and the demand for the labor and other influences of that kind, make it proper from our viewpoint as employers.

Q. If you can get all of these people that you

want at eight cents an hour or seven and a half, you are not going to pay eight, are you? A. Our action on all wage questions is influenced by what may be possible in the business and the needs of the workers. 4963

Q. What do you mean, what they require to live on? A. I mean that if the conditions of living, the cost of living, make it reasonable for them to ask an advance, and it is possible for the business to pay it, we give it to them by their request, or we give it to them without their request if we anticipate those conditions ourselves, and we have done so with some frequency in years past. 4964

Q. When you could not—wasn't that cases where you could not get enough people at the lower wage, isn't that what governs, you just pay what you have to pay? A. No, quite an important factor with labor is its efficiency by reason of the mental attitude towards the employer, and it is our aim to satisfy the workmen so far as it is possible for us to do so.

Q. Do you find that you get a pretty high order of mental attitude in workmen getting fifteen cents an hour? A. The men working at 15 cents an hour are the lowest efficiency, as indicated by their drawing the lower wage. 4965

Q. You speak of the conditions of the employees, do you find that the conditions are helpful in the factory or wholesome in the factory where there are now 200 girls employed and 100 women among 1,700 men making the materials that are involved in this suit? A. We have been informed by the state factory inspecting bureau that the working conditions about our plants were equal to the best in the state.

Q. That is a comparative matter, what were the best in the state? A. Yes, I said equal to the best in the state, there is nothing better in the state.

Q. What did he mean, morally and every other regard as to wholesomeness of conditions of men and girls and boys working together in such work? A. He referred to the general average of all conditions.

Q. Is that the impression you get from your knowledge of how things go at this factory as to relations by these people at this work? A. It is;
4967 yes, sir.

Q. Have you heard nothing of demoralizing conditions existing in your factory among girls and women working together there with boys and men at this work? A. Absolutely nothing whatever, and it has never occurred to me that there is any more objection to the two sexes working together than studying in school together, not a particle.

Q. They are working together at a different age than they are at school, you never heard of anything of that sort? A. No.

Mr. Maloney: You feel a sort of a sense of
4968 responsibility in seeing that the conditions are moral there in your factory where they are employed together?

A. I feel a sort of responsibility in employing them under conditions that will permit and encourage morality. I do not feel individually responsible in any sense for the misdemeanors of individuals in our employ.

Q. But you feel a moral responsibility for the conduct of the employees in your factory while they are employed, while they are engaged in their

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employment, where they would readily come under the inspection of your superintendents and foremen? A. I would feel a responsibility as to proper supervision of the help while employed.

Q. And if those conditions were such as to be injurious to the morals of the employees you would feel a sense of responsibility? A. If those conditions came to our notice we would certainly correct them, and I should presume that one of the first lines of correction would be to eliminate the individuals who seemed to be fostering those conditions.

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Q. Don't you know that there have been demoralizing conditions generally existing in the factory? A. I don't know that there have been, and I would not believe it unless there was satisfactory proof.

Q. Would you be surprised that there was information in our possession as to young girls, of demoralizing conditions, and being under the open supervision of the foremen? A. I would not be surprised at any information, as you term it, that is in your possession on such a subject, considering the inspiration back of it with individuals who might be furnishing the information.

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Q. You would think such information might not be reliable? A. I am very positive that the chances are altogether in favor of its being unreliable.

Mr. Beattie—

Q. Even if it is in affidavit form? A. Yes, sir.

Mr. Maloney—

Q. Suppose you were satisfied that the infor-

mation we possessed was reliable information, and it showed very shocking conditions in your factory, would that change your attitude towards organized labor, if they sought to correct those conditions, if that was one of their purposes? A. I have never presumed that organized labor or employers or any other reputable individuals or associations were in favor of anything but cleanliness, morally and every other way.

Q. But suppose one of the dissatisfactions of organized labor with employers was the state of
4973 demoralizing conditions existing in factories where they attributed those conditions to low wages? A. I doubt whether this is the proper place or whether we have the time to argue the relation between low wages and morality; if the fault exists all that would be necessary to correct it, so far as our plant is concerned, would be to have conditions competently set forth to the manager, and they would be corrected just as prompt as the manager could act.

Q. Suppose it appeared that one of your own officers actively took part in arranging some of those demoralizing conditions, not mitigating
4974 them in favor of the community but in favor of the persons engaged in producing those demoralizing conditions, would that change your attitude towards organized labor? A. I could not accept any such presumption as the basis for a discussion or argument or answer at all.

Q. I am assuming that the information you received satisfied you that it was reliable, suppose that some of it was documentary——

Mr. Merritt: I think it is about time we discontinue those hypothetical questions; I have

kept quiet quite a while listening to these ridiculous questions. 4975

Mr. Beattie—

Q. Did any of your customers in New York, while you were engaged in investigating labor conditions tell you they objected to such material because it was manufactured in part by women and girls? A. No.

Q. Is this the only factory here that employs women and girls? A. No, there are several others. The principal employer of girls in the city is the Diamond Match Company. 4976

Q. They do not make large enough lumber for these customers that you are losing. My examination is suspended until we get the letters.

Cross-Examination by Mr. Maloney—

Q. As I understand it, Mr. Paine, the complaint that you make against the unions is, that they have made contracts with other manufacturers by which the manufacturers have agreed that they will not use material which is non-union material, and the union men will not put up or erect material which is non-union material? A. In a general way, yes. 4977

Q. You have no particular complaint against union men, in fact you employ some? A. We employ a great many.

Q. It is alleged generally in this bill that you have been damaged and that you will be irreparably damaged if these things are continued, things you complain of, you understand that? A. Yes, sir.

Q. As I understand it the damages you claim have flowed and which will flow from such acts, were simply the acts in making these contracts with the Master Carpenters Association and with the Master Woodworkers Association? A. And carrying out those contracts in the way of refusing to put up mill work of our manufacture because it was not made by union labor.

Q. That is to say, that they were living up to those written agreements which they had made? A. Yes, sir.

4979 Q. The union men as a union organization have not in any way had any quarrel with you at all, your firm individually, about wages or hours or any other thing? A. Not of recent years.

Q. Not so that they come within the charge in this complaint? A. No.

Q. And you simply wish to enjoin them from continuing to carry out that contract, because the effect of it will be, you think at any rate, to decrease your sales in the vicinity of the City of New York? A. That is the substance of our complaint.

Q. Is that what you mean generally by your
4980 charge of conspiracy against them? A. Yes, sir; in the way of acting in concert in such manner.

Q. And your information as to that conspiracy is derived entirely from conversations had with your customers and from some of your salesmen in that vicinity? A. Together with the effect on our business as suggested in the volume of sales decreasing.

Q. Isn't there an inconsistency between your opinion on that subject and your letter written to the newspapers? A. Not when the conditions are both considered by themselves.

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Q. Do you think that a permanent injunction in this suit would be any more effectual than the injunction you have at present in increasing your business? A. I think very much so.

Q. How do you reason that out? A. A preliminary injunction does not inspire much confidence in any one; no one is supposed to conduct business on the basis of it; it is a temporary matter; a buyer in New York would not think of changing his source of supply and purchasing on the basis of a temporary order of the court, he would prefer to wait until the question is finally decided.

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Q. Must have been of some advantage or you would not have applied for it? A. Naturally we were hopeful that there would be some benefit from such an order; we cannot see in the figures from the results that there has been.

Q. The result so far of the temporary injunction does not confirm your opinion that the business would be increased if the order was granted? A. I see no favorable results from the present order at all.

Q. Was the institution of this suit by yourself and the other plaintiffs brought about by the solicitation of the Anti-American Boycott Association? A. It was not.

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Q. What was this proposition which you received from them which met with the approval of the individual members of your association? A. The use of the word in my letter was erroneous.

Q. Which word? A. Proposition.

Q. What did that refer to? A. It referred to a consultation that I held with the attorneys of the Anti-Boycott Association, after having first taken the subject up with them through other par-

4984 ties, I inquired as to the possibility of employing them as our attorneys in such a case.

Q. Wasn't the fact that the American Anti-Boycott Association would undertake to conduct this litigation in a way which would be more economical to you, was what attracted you to employ them to conduct the litigation?

Mr. Merritt: I don't know whether it is understood that my objections apply to all this line of examination as they have heretofore, on the ground it is not cross-examination, etc., and on the ground in this instance that it has no relation to the issues.

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A. The influence that brought us to bring the action or interest others who were suffering with us in bringing the action with us, was incidentally a matter of economy.

Q. That is to say, the litigation is being conducted by the association, and the expense to the complainants is borne by the association, and the complainants pay dues to the association to pay them for their services, is that correct? A. We pay dues to the association, and pay assessments to cover the expenses.

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Q. And the litigation is now being actively conducted upon that same basis? A. I believe it is.

Q. And is to continue so far as you know? A. I believe so.

Q. Do you discriminate in any way in your factory between union men and non-union men, in the character of the employment which you give to union men and non-union men? A. We do not.

Q. And no greater or more difficult or arduous work or employment of the same class is given to

union men over non-union men? A. There is no discrimination of any nature.

Q. Did you ever make any investigation in the cases where you obtained information from customers or salesmen, to ascertain if the reason which they gave you for refusing to make contracts was the true reason? A. We have examined documentary evidence in the form of their contracts which plainly set forth the facts.

Q. I mean in cases where you were about to make contracts with customers or sought business from them, and they gave this reason which 4988
you have referred to, did you make any investigation to find out if that was the true reason, or if that was just a pretence which they gave for refusing to do business with you? A. In most cases they have pleaded the contracts; in other cases they have pleaded the interference of the unions with non-union matrial; that would be in cases where they refused to execute such contracts, but still felt compelled to purchase union material for fear of being interfered with because of threats of the representatives of the union. 4989

Q. Did you make any allowance in these figures which you have given showing an alleged decrease in your business in that vicinity for the changed conditions, the times, the hard times, at different periods, depression in business? A. The figures that I have given are the actual figures as I have approximated.

Q. You have given your own inference from those figures that it was due to the interference by these union men and the master carpenters' and master woodworkers' association going into

4990 these contracts, did you make any allowance at all in reaching that inference for the depressed condition of business at any period of time? A. I made no allowance in the figures whatever, I gave the simple figures as they show in our records.

Q. And your inference is wholly an arbitrary inference drawn from the difference in the figures without making allowance for any other conditions which might have affected the same result? A. I can hardly say it is an arbitrary conclusion drawn from the figures; there has been consider-
4991 able other evidence that has entered into it in the form of the contracts I have mentioned and the statements of customers.

Q. Take the year 1907, for instance, wasn't there general business depression in that year, toward the latter part of it, that generally affected business? A. There was no business depression in the building business in 1907. There was some depression in 1908 following the panic in the fall of 1907, and the interval betweeen the date of that panic and the following year was so short a time it was not sufficient time to influence operations under way, the operations under way
4992 were ordinarily completed.

Q. You mean to say there was no depression in the building trades business in New York in 1907? A. It was in 1908.

Q. There was an enormous depression as shown by the plans filed and the buildings actually constructed? A. Yes, sir, in 1908, but not in 1907; the panic in 1907 started about October 1st, that was too late in the year to influence the building for that season.

Q. Do you assert the building conditions for

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the year 1911 have been up to the normal conditions in the building trade in the City of New York or any other portion of the United States? A. I think they have been below the normal.

Q. And you have made no allowance for these changed conditions in drawing this inference for the difference shown by the figures? A. No, I have made no allowance for those conditions in the figures as stated; I have taken the figures simply from our records as they stand.

Q. That is all.

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Cross-Examination by Mr. Mayer—

Q. The Paine Lumber Company, Limited, Mr. Paine, is engaged in business for profit, is it not? A. It is.

Q. It is not a charitable institution of any sort sort or character, is it? A. No, sir.

Q. It proposes in doing its business to make the most money it can with the least possible expense, isn't that so? A. In a general way; yes, sir.

Q. And as you understand it, that is the purpose of all the other complainants in this action? A. Yes, sir.

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Q. Your desire is to be permitted to sell to whom you please at such prices as you please, is that so? A. Yes, sir.

Q. And if you can obtain the help of the courts to get further business for you, you have no objection to that? A. I have no objection to appeal to the court for relief where my business is interfered with.

Q. I didn't ask that, I ask that you make a direct answer to my question, if you please? A. We have never asked any court to help us in our sales organization.

4996 Q. But if you get this injunction that you are asking for, you certainly believe it will help you in the City of New York and vicinity, won't it? A. We expect relief in our business if we get——

Q. If you get the injunction? A. If we get the injunction.

Q. You appreciate, do you not, Mr. Paine, that a man can work for whom he pleases, do you not, in this country? A. Yes, sir; so long as he does not conspire with his fellow men.

Q. And so you understand it to be the fact, do
4997 you not, that in this country a man can work for whom he pleases? A. Yes, sir.

Q. And you maintain you have a right to employ whom you please? A. Yes, sir.

Q. To work for you at such wage as you are pleased to give him for his work? A. No, we don't expect to employ any one at any wage that we please to give them, we expect to employ them at a wage that is acceptable to the individual.

Q. That coms from the fact that he won't work for you unless he is satisfied to work for that wage? A. Yes, sir.

Q. You will pay a man to work for you the
4998 least possible wage that he is willing to accept? A. No, that is not true.

Q. You pay a man what he requires you to pay him and what he will work for, that is, the man that you employ? A. We have voluntarily increased the wages in many cases without request from the employee.

Q. You are paying your able bodied men now 17½ cents an hour at machine work? A. We have no men working at 17½ cents an hour that are competent machine hands.

Q. What is the maximum you do pay? A. 35 cents an hour.

Q. That is the maximum, how many men in your factory do you pay thirty-five cents an hour? A. I should say about a hundred, that or more.

Q. A hundred men get thirty-five cents an hour? A. Or more.

Q. How many? A. I mean a hundred get thirty-five cents or more than thirty-five cents.

Q. That leaves 1,900 employees not getting a thirty-five cent wage, isn't that so? A. Yes, sir.

Q. At present? A. Yes, sir. 5000

Q. You stated, I believe, Mr. Paine, that your concern did business annually of about two and a half million dollars, is that so? A. Yes, sir, in mill work.

Q. Is that, as a matter of information, is that the largest output in mill work in the United States for that sort of work? A. I think it is.

Q. In other words, you are the largest mill work concern in the United States, are you not? A. I think so.

Q. And are you familiar with the business done by the other complainants in this action outside of yourself? A. Not particularly. 5001

Q. You manufacture only stock trim, do you not? A. No, we manufacture not only stock but everything in what is termed special work.

Q. You do. I understood the other way. Would you say that the majority of the mill work in the United States was done by the complainants? A. I should say not over five per cent.

Q. In that particular trade? A. It might range between five and ten per cent., I am very sure it would not come to ten per cent.

5002 Nathan Paine, for Complainants—Cross.

Q. Are there any other two and a half million dollar concerns doing business in the United States outside of yourself and the complainants? A. Not that I know of.

Q. Aren't you the largest—when I say, aren't the complainants the persons most heavily interested in the United States in mill work of this character I refer to? A. Individually, yes, sir; compared to other individuals.

Mr. Merritt. You mean that every one of the complainants does a larger business than
5003 any one else?

Mr. Mayer: I mean all told, the seven or eight, the eight of you are the largest millwork manufacturers in the United States.

Mr. Merritt: I don't know what you mean, you mean that their combined business is more than half the business of the country.

Q. I am coming to it, the largest interest in mill work in the United States are right in these seven or eight complainants, isn't that so? A. There is a large spread in capacity among the different plaintiffs; I think in most cases there
5004 are other producers as large and larger; in the the aggregate, as I said in my previous answer, it would be less than ten per cent. of the aggregate for the entire country, and probably not more than five per cent.

Q. Perhaps I do not make myself clear, I appreciate there are hundreds and thousands perhaps of mills throughout the country doing millwork, I do not propose to say that those little fellows all combined are as large as you gentlemen, you are the largets persons interested in mill work in the

United States, aren't you? A. I think part of my answer, while I was giving part of my last answer I said that among the plaintiffs capacities varied, and there were other producers as large and larger than the individual producers among the plaintiffs, except perhaps in our own individual case.

Q. Do you know whether all of the complainants are members of the American Anti-Boycott Association?

Mr. Merritt: I object to that question on the ground that it is not proper cross-examination, and for the further ground that it is not relevant.

A. I believe they are. I do not know that.

Q. The City & Suburban Homes Company that you have referred to in your examination here is not a manufacturer nor a mill concern, is it, it is an institution that builds model tenement houses in the City of New York? A. And interested in building them as economical as possible; as I understand they lease them on cost basis of interest on the cost.

Q. They are not members of the Master Woodworkers Association or Master Carpenters Association? A. I think not.

Q. They build these model tenements? A. Yes, sir.

Q. And that is the concern that bought the trim through you and you sent it under a subterfuge so they might use it? A. Yes, sir.

Q. Is there any way that they can tell lumber coming from your factory, that it is from your factory, anybody except an employee of your company? A. Those familiar with it would iden-

tify it by markings and by the construction to some extent.

Q. Ordinarily is it possible to tell your trim, that it is your trim and not somebody else in Oshkosh? A. We could leave off all markings, and to an extent it could not be identified.

Q. Are you in the habit of leaving off these identification marks that are familiar to those in the trade? A. We are not.

Q. Have you something on your trim that goes in there that says, Paine Lumber Company trim,
5009 or anything of that sort? A. No. The identification marks are usually in the form of order numbers and stamp markings that are peculiar to our stock, and that are not duplicated in other factories; each factory usually has an individual size of stamp and shape of letter, and so on.

Q. All throughout the country? A. Yes, sir.

Q. Then do you mean to say, Mr. Paine that any outsider using your trim in New York could identify yours as being Paine Lumber Company trim by these markings, or would he have to be an expert? A. You would have to be very familiar with the different manufacturers.

5010 Q. To the ordinary observer or the ordinary builder who was not particularly interested in your particular controversy here, it would be possible to send trim in without his knowing it was Paine Lumber Company trim? A. Yes, sir; so far as the appearance of the trim is concerned.

Q. You attended a meeting or your company was represented at a meeting of the Veneered Door Association, held in New York City, February 11th, February of this year, is that not a fact, Mr. Paine? A. Haven't we a circular here giving the membership represented?

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Q. The third name is, Paine Lumber Company, Oshkosh, Wis.? A. We were probably there then and if so were represented by a New York salesman.

Q. He represented your concern at that meeting, whoever he was? A. Yes, sir.

Q. Did you learn that prices were discussed at that meeting? A. Isn't that meeting the one the circular referred to that is in evidence here?

Q. That is all.

5012

Re-Cross-Examination by Mr. Beattie—

Q. You don't mean to give the impression here that there is a hundred carpenters getting thirty-five cents an hour? A. They would be expert machine hands principally.

Q. Carpenters, do you call them woodworkers? A. We call machine hands woodworkers.

Q. What are the highest wages that are paid to machine hands? A. There are very few around the works who would get as high as thirty cents an hour.

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Q. How many are there in the factory? A. I don't believe there are over ten.

Q. Ten that get as high as thirty cents an hour? A. Bench workers.

Q. Are those what we call inside carpenters, you know the distinction that we make in this trade between inside and outside men? A. No; I can explain in this way; there are men who are competent carpenters in the sense of that word, and are fully equipped with their tools for such work; the cheaper men are men who have no tools and don't know how to use any tools or set a knife except two or three little implements that they use on that bench.

5014 Nathan Paine, for Complainants—Cross.

Q. Only ten get as much as thirty cents an hour? A. Not over ten.

Q. Do you attribute the decrease of your business since the injunction was granted to the injunction? A. I do not.

Q. Then there may be other reasons for your gradual loss of business in the city than any action of the carpenters? A. I know of no influence except possibly decreased building operations in New York, I do not know just what that percentage is, but the New York building statistics would
5015 show exactly.

Q. That has been going on for the last couple of years, hasn't it? A. Yes, sir; but I believe you will find by referring to those statistics that the business for this year in New York City has increased over last year.

Q. Don't you attribute it more to the use of iron and concrete in construction than wood? A. There is practically no steel or concrete used as substitute for our products.

Q. Don't you know that steel doors and windows are extensively used now in New York? A. I don't know that they are extensively used, I know
5016 that there are some used.

Q. Don't you know they have to be used on fireproof buildings, that is high buildings, under the building laws of New York City now? A. I know that they have to be on buildings——

Q. Twelve stories or more? A. I don't think the limitation is by stories; I think it is 100 feet or 120 feet, it is limited by the heighth of the building rather than by the stories.

Q. That would be a factor in decreasing your business, wouldn't it, your business is entirely wood, isn't it? A. Yes, sir.

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Q. That would be a factor? A. It would be a very small factor.

Q. The larger building operations now in New York are over 100 feet, you know, in Manhattan? A. It is true a large portion of those buildings in the lower side are——

Q. All over the city? A. Are high, but the upper part of the city is, so far as I know, not built up of that class of construction at all.

Q. The upper class of the city, what do you mean? A. The upper part of the city.

Q. By that where do you speak of? A. From 5018
60th street up.

Q. You think the new buildings there are all under 100 feet? A. I think they are largely in the upper part of the city.

Q. Above 60th street? A. Yes, sir; you mean that tenement buildings and that class of construction are higher than 100 feet?

Q. The buildings on Broadway for four or five miles up to 175th street. Don't you know that the builders who you charge in this complaint with contracting with the carpenters to buy and handle only union stuff are almost exclusively engaged in building below 60th street in New York? A. I 5019
don't know that that is true.

Q. You are the largest maker of doors in this country, your firm, isn't it? A. I think so.

Q. Which do you think is the next largest? A. I don't know.

Q. Louis Bossert? A. No.

Q. In this complaint you and your coplaintiffs make an attack upon this so-called joint arbitration agreement between the Master Carpenters Association and the Manufacturing Woodworkers

5020 Association and the union men in New York, what objection have you to this plan to arbitrate differences or disputes that they have in the building trade in New York? A. The complaint does not charge any such objection, it charges the only objection to it is the feature to it requiring the use of only union trim.

Q. That is one of the matters that must be arbitrated in the plan? A. It is not.

Mr. Maloney: You know that pretty near everything in this world is a matter of com-

5021 promise, you have got to adjust things?

A. We all have compromises every day.

Q. You have compromises in a case in court, it is a matter of compulsory compromises if you won't agree to it yourself, it is compulsory? A. I believe it is.

Q. Your objection to this arbitration plan is solely to the fact that they have agreed that those men will not work on non-union material? A. That is the basis of our complaint.

Q. And that is what you say the damage comes from? A. Yes, sir.

5022 Q. And that is the way in which you will be irreparably damaged if it is allowed to continue? A. That is practically.

Q. Isn't it simply a matter of competition between you as a manufacturer of trim and these other manufacturers of trim in New York with regard to supplying the trade in the city? A. It would be but for this agreement.

Q. If they are able to subscribe to those union conditions, and you refuse to subscribe to those conditions isn't that a plain matter of competi-

tion between you and them as to who shall get the business by those methods? A. No, it is not; that is not clear to me.

Q. If you were willing to subscribe to those same conditions which these manufacturing woodworkers subscribe to in New York, you would come within this agreement these union men have made with them, wouldn't you? A. Yes, sir; under those conditions.

Q. And you would get the benefit there the same as the Manufacturing Woodworkers Association? A. Under those conditions; yes, sir. 5024

Q. Those men are business men engaged in the same business that you are, manufacturing trim? A. Yes, sir.

Q. Do you mean to say that these men are actually conspiring against you, or that you really believe that they are conspiring against you and your business, these business men engaged in the same business? A. I have not the slightest doubt of it, from the documentary proof I have seen.

Q. Isn't the plain fact simply that they have subscribed to union conditions, and that by reason of that they get the benefit of those union conditions, and you by refusing to comply with those 5025
union conditions lose business in the City of New York which you might otherwise get? A. Their agreements that they have made interfere with the sale of our product at any price; there is no competition permitted.

Q. That is the best answer you can make to my question as I put it, is that right? (Question read.) A. No; I should say not.

Q. In your complaint you charge in general language that these men call you unfair in your dealings toward them, am I right? A. Yes, sir.

Q. I mean the union men, and I understood you to testify that on a number of occasions you shipped material distinctly under conditions to mislead these men so they would work on it, although you knew that their regulations prevented them from doing it? A. We complied with the request of our customer.

Q. You yourself characterized it as misleading these men who work under certain rules or regulations adopted by themselves the same as you make rules and regulations in your associations of
5027 which you are a member? Am I right? A. Yes, sir.

Q. In other words, you think that it was fair dealing for you to mislead those men and cause them unwittingly to violate their own rules and regulations, and that it was unfair for them when they ascertained that fact to attempt reprisals by these agreements? A. Your question presumes that we inspired the misleading.

Q. You were a party to it? A. We were not a party to it. Our customer instructed us how to consign those goods, and as in every case where we ship goods we complied with the request of the
5028 customer.

Q. Assuming it was done by you, would you consider it fair dealing by you, would you consider it fair dealing if you knew that? A. I think the unions in their contracts have set a standard of fairness.

Q. I am asking, assuming that you distinctly misled them, would you consider that fair dealing under the circumstances to deceive them? A. If in my business I found it expedient to conduct a transaction in such a manner that parties who

had nothing to do with it, who had no business to interfere with it in any way, shape or manner, were not parties to it directly or indirectly——

Q. That is argumentative, I am asking you, you argue with me that you had no part in it, I say assume that you did? A. I regard it as perfectly proper for us to conduct our business so that parties who have nothing to do with our business will not know anything about the detail of its operation.

Q. You argue with me and say that you did not have anything to do with it; that is an inference that may be drawn from the evidence. I ask you, assume that you did know about it, would you consider it a fair deal to deceive them knowingly where they would engage in constructing it? A. I have answered you directly, it seems to me, that I would regard it as perfectly fair to mislead, if you choose, any one as to our business, where the person was not entitled to the information, was not a party to the transaction at all, I would regard it as perfectly fair and perfectly proper for us to mislead them, or in other words, not inform them.

Q. You understand that you charge in your complaint that these men have certain rules and they have certain agreements which prevent them from working upon non-union made trim, you know that to be a fact, don't you? A. I do.

Q. If you knowingly mislead them and deceive them into working upon that non-union made trim, so that they violate their rules and regulations unwittingly, do you consider that that is fair dealing so far as they are concerned; mind

you, they are parties to this case? A. They are not parties to my business.

Q. You charge they are actively interfering with your business? A. I think they are interfering with it, and that is what we are objecting to.

Q. If they are not parties they cannot possibly interfere? A. It would be possible——

Q. You have charged that they interfered with your business by refusing to work on it? A. It seems to me that it is perfectly evident that an individual can interfere with affairs that are no
5033 business of his.

Q. Would it be interference on the part of your customers to advise you that they would not make any contracts by reason of these conditions, is that an interference; you know interference can be by means of advice? A. Their advice in and of itself might not constitute an interference. The act based on the advice might.

Q. The party acted on their advice, you have brought this suit? A. Not on the advice of our customers.

Q. You say you have been advised by these men, that is the only information you have is the ad-
5034 vice that you have received from customers and your sales agents? A. They have advised us they could not purchase our products because they could not sell them and have them put up by the carpenters.

Q. You are not willing to say that it was unfair for you to mislead these men? A. I am not only unwilling to say that it was so, but I am very positive that it was not so, and it is not possible to be unfair or misleading to an individual who is interfering in your business and has no rights in the matter.

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Mr. Merritt—

Q. If you knew there was a man in town intending to shoot you, would you think it unfair to go through in the night time so he would not see you? A. No.

Mr. Mayer—

Q. You do business in this city as you see fit? A. Yes, sir.

Q. Nobody raises any question against your doing business as you see fit? A. Not at all.

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Q. To no appreciable effect, because you are doing a large business? A. Yes, sir.

Q. In the situation in New York and vicinity the manufacturing woodworkers are doing business as they choose under the conditions as they exist in the City of New York and vicinity? A. Yes, sir.

Mr. Beattie—

Q. You don't know of any strike that has ever been called to your own knowledge against your material in New York City, do you? A. I do.

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Q. Of your own knowledge? A. As I have been informed by the customer and by the salesman working under my directions on the case.

Q. Of your own knowledge, you don't know of your own knowledge that any other trade than the carpenters have acted in connection with any such strike, to your own knowledge? A. I do not.

Q. We will suspend the examination until we get these documents.

5038 Nathan Paine, for Complainants—Cross.

September 8, 1911. Mr. Nathan Paine recalled.

Mr. Merritt: I would like to state that we have not been able to find the letters and we will admit, subject to correction, that those are correct copies of the letters written, and by so doing, we do not mean to waive any objection to their admissibility on other grounds.

Further Cross-Examination by Mr. Beattie—

5039 Mr. Paine: I would like to make two corrections to previous answers; shall I make them now or later?

Mr. Beattie: When Mr. Merritt takes up your examination.

Q. Have you got any separate copies? A. I could not find the copies of these letters.

Q. Mr. Paine, did you make an examination of your letter files for a letter dated November 28th, 1910, written by you to G. W. Dwelle? A. I did.

Q. Secretary of the Veneered Door Association and Secretary of the Eastern Door, Sash & Blind
5040 Manufacturers' Association, and another letter written by you to him on December 12, 1910? A. There are two letters of that date?

Q. Have you got such copies in your files? A. I examined the files and could not find them.

Q. Don't you keep on file all your, all your other letters? A. We keep business files, and much of my personal correspondence goes into those files, and all of it that is filed at all; I keep no personal file of personal correspondence.

Q. And those two letters are not in your files?

A. They are not, but could be located by occupying a great deal of time perhaps, through the stenographer's notes; I think the stenographer's note books are perhaps on file back to that time. 5041

Q. If there is no objection, I will, I offer this, a copy of the letter of November 28 1910, written by you to Mr. Secretary Dwelle, in evidence, and if there is no objection, I will read it in evidence, this is printed by our own—and I have not got another copy.

Mr. Merritt: I waive the single ground of objection that it is not the copy from Mr. Paine's files, and allow it to go in in that way, subject to the right to correct in case we should ascertain that there are any errors in it. 5042

Q. This will be Defendant's Exhibit "H."

Mr. Merritt: You will have to leave all those exhibits here to be copied.

Q. "Oshkosh, Wis., November 28, 1910. G. W. Dwelle, Secretary, Syracuse, New York. Dear Sir—I submit to you herewith a form of the union labor contract in existence in New York City and vicinity together with a letter referring to its use and its possibilities. In a recent conference with the attorneys of the Boycott Association, mentioned in that letter, the Boycott Association suggested they could act successfully in the matter in the United States Court in the interest of all parties. They further suggested that to appear in court for that purpose they desired to do so with as strong a representation of millwork behind 5043

them as could be made. They propose that they represent, if possible, any one or any number of manufacturers' or wholesalers' associations, together with as long a list of individuals, as possible. Their proposal appealed to me strongly and I immediately made efforts and sounded the various manufacturers in our Northwestern Association as to their views. As a result, a meeting of this Northwestern Association will be held in Chicago, December 7th. There is every indication that at that meeting action will be taken in
5045 favor of permitting the Anti-Boycott Association to appear for our Association in such proceedings. It is more than probable that this action will be unanimous. Already more than two-thirds of the members have expressed themselves favorable. It is also probable that the action in this case as an association will have no strings to it or conditions as to being joined by the other organizations. The advantages, however, of the several associations acting together, is evident, and it is certainly to be hoped that the Eastern, the leading New York Association, and perhaps the Veneered Door Association, as well, will all join in the movement.
5046 It is expected that the Fir Door Association on the Coast will join, and if they do, the California Pine Door Association will do likewise. In this connection, no large fund of cash will be necessary, as the Boycott Association will perhaps proceed for its members, as is their custom, without any special charge. They would simply require each individual represented in the action to be a member of their association at the time, which would involve merely $25.00 initiation fee and annual assessments that would not amount prob-

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ably in any individual case except very large employers to more than $25.00 a year. The action in court would no doubt start in United States District Court and reasonably prompt results would be realized in the form of a temporary injunction. The final decision, however would no doubt go to the United States Supreme Court and in all about a year's time would be consumed. Therefore, membership in the Anti-Boycott Association need not be permanent and would probably need to last not to exceed two years. The proposed action is based on the principle that a boy-

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cott is none the less a boycott because being directed in the abstract against non-union material in place of being directed against the individual or firm named. The attorneys have the utmost confidence in the attitude of the courts on this point. The address of the American Anti-Boycott Association is 27 William Street, New York City, and correspondence should be addressed to H. F. Lee, Secretary. They will furnish, on application, copies of constitution and by-laws and general information. I may add that they already have thousands of members in all lines of busi-

ness, which is the reason why such extensive and

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far-reaching litigation can be handled with such moderate expense on the individual members. I have received numerous letters from your members, some of whom are already members of the Anti-Boycott Association, and from others who regard with favor this general plan, and have suggested that I take the matter up with you as secretary of the association and invite your co-operation. It is very desirable that most of your members be informed prior to the annual meeting so

that at the time of the meeting action can be taken intelligently and without delay. It may be well to suggest that if your membership includes a number of small local people who, for reasons of expense or otherwise, are not disposed or are not able to join, that their consent be secured to the use of the association name. In that event, they would not enjoy the same protection from legal proceedings, but would receive incidental benefit without expense to them. Yours very truly, Nathan Paine, Vice-President of the Paine Lum-
5051 ber Company, Limited."

Mr. Merritt: I object to that letter on the ground that it is not proper cross-examination, that it is incompetent, irrelevant and immaterial, and that it is not proper proof of the facts therein stated; but this is without effect upon my waiver to let the letter stand in the record with the same force and effect as if it were a copy taken from the files of the Paine Lumber Company.

Mr. Merritt: Counsel wants produced letters in reply to telegrams Plaintiff's Exhibits 3 and 4, introduced by the plaintiffs this date.

5052 Mr. Beattie: I call for the production of of the letters.

Mr. Merritt: If the letters are produced, it will be insisted that they become a part of the record, as separate evidence in this case, they are only produced on such conditions.

Mr. Beattie: Then the plaintiffs refuse to produce?

Mr. Merritt: The complainants do not refuse to produce the letters and the letters will be produced here in the course of half an

hour. Always, where letters are called to be produced, the parties are obliged to put them in evidence.

Mr. Beattie: Aren't you going to waive the objection that this is a copy?

Mr. Merritt: All I have waived is the facts which I think should be waived because of the situation that Mr. Paine cannot find the copies in his files.

Mr. Beattie: You waive nothing as a matter of law; you can either object that I have not produced the original, or you can waive it. 5054

Mr. Merritt: You claim the production of a copy by Mr. Paine is not proper evidence?

Mr. Beattie: It is a whole lot of evidence one way, but it don't take the place of the original. I thought from what you said that you would waive the objection that that is not the original.

Mr. Merritt: I stand by what is on the record if I have said so; but I did not intend to waive anything except the fact that we could not produce the copy here which you called for.

Mr. Beattie: Then I do not accept your 5055 waiver, and ask that it be stricken off the record.

Mr. Merritt: Objected to on the grounds stated and on the further ground that it is hearsay proof; if counsel does not care for my waiver, I renew the objection.

Q. I ask you, Mr. Paine, is that letter which I have read to you, the substance of a letter which you sent Mr. Dwelle on that date?

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Q. How is that, Mr. Paine? A. This copy appears to be a copy of a letter as written by me.

Q. You have no doubt that this is substantially—— A. I think it is substantially a copy of the original letter.

Mr. Merritt: I renew the same objection to this entire line of this examination, and the other objections that I have enumerated, and state again that I claim the right of rebuttal.

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Q. Did you write to Mr. Dwelle on December 12th or thereabouts, 1910? A. I believe I did.

Q. A lettering reading as follows: "Oshkosh, Wisconsin, December 12, 1910. G. W. Dwelle, Secretary, 522 Dallman Square, Syracuse, New York. Dear Sir—It is a pleasure to inform you as to the action of the Northwestern Manufacturers' Association on the labor situation considered at their recent meeting in Chicago, held Thursday, December 8th. At this meeting resolutions were passed unanimously endorsing the efforts proposed through the Anti-Boycott Association and favoring each and every member joining the same,

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and endorsing the use of our association name in court proceedings for the purpose. Am also very glad to inform you as to negotiations with the Fir Manufacturers' Association on the Pacific Coast, through Mr. Osgood, of the Chehalis Fir Door Company. Several of this association are already members of the Anti-Boycott Association. Mr. Osgood is quite confident as to the attitude of his associates in the matter. Yours very truly, Nathan Paine." The question was, did you write that? A. I believe I did.

Q. You haven't any doubt of it? A. No, I believe I did. 5059

Q. That is substantially what you wrote? A. Yes, sir.

Q. Have you looked for the resolutions which you refer to there, resolutions of the Northwestern Manufacturers' Association? A. Yes sir; and I do not find them, and I don't remember that I ever had them.

Q. What did you have before you in the way of resolutions of the Northwestern Manufacturers' Association, when you wrote those words, at this 5060
meeting resolutions were passed, etc.? A. I had nothing before me in the shape of records of the meeting.

Q. You knew they had been passed or you wohld not have written it? A. My statements in the letter, I believe, are in error in the form in which I have expressed myself. I cannot remember now, and have been advised by others present at that association meeting, that no action of that kind was taken in the positive form that I have expressed it in this letter; that the action was in the way of general conversation and an expression 5061
of opinion on the part of those present.

Mr. Maloney: I move to strike out that part of the answer which states that he was advised by others.

Q. Whom have you seen in this connection since you testified here before? A. Mr. Curtis.

Q. One of the co-plaintiffs in this case? A. Yes, sir. Would it expedite this examination any for me to state now that this entire effort of mine

to interest the association was afterwards abandoned, necessarily because I failed to succeed in any measure at all, and no association was interested in the matter whatever?

Q. You don't mean that as part of the record? A. I was stating that to you as attorneys.

Q. I was not asking any question. That letter was written to Mr. Dwelle in order to get the Veneered Door Association and the Eastern Association to act with you in the bringing of this suit, was it not? A. The purpose was to inform him
5063 as to what was being done here in the West.

Q. And don't you consider that this error of yours would have an important bearing on bringing about favorable action? A. No, because the error was purely technical, the membership were all favorable, the expression of opinion there at the meeting was practically unanimous, and I would not regard that this error of wording would have any bearing in the matter whatever.

Q. Then the members were all in favor of it, but as an association you think now they did not pass the resolutions which you spoke of in that letter? A. I do.

5064 Q. Is the Northwestern Association a corporation or a voluntary association? A. A voluntary association.

Mr. Merritt: Same objection and on the further ground that there is no mention of the Northwestern Association in the answer or in any of the pleadings; it cannot possibly be an issue in this case.

Q. Do you know where you got the information about those resolutions which you refer to in the letter of December 12th?

Mr. Merritt: Same objection continued against this entire line of examination.

A. I was present at the meeting.

Q. Then this error in the letter was not through any misinformation given to you by anybody else? A. Not at all.

Q. Did you see the secretary of that meeting before you wrote that letter? A. I did not.

Q. Does the secretary keep minutes of the meeting? A. Ordinarily.

Q. Who was secretary of the meeting? A. I don't remember who was secretary of the meeting; the president of the association who presided was Mr. Huttig, of Muscatine, Iowa. I believe the records are in his hands.

Q. Did you find in your search a letter that you wrote on December 19th, or a letter which you received on December 19th, 1910, from Mr. G. W. Dwelle, secretary—what have you got over there? A. I was looking at the book here, there is a Dwelle letter sent, it seems to be one to his members, you are asking about a letter of Dwelle to me?

Q. Yes, sir, dated December 19, 1910? A. Is it in this pamphlet?

Q. What pamphlet have you got? A. The Deadly Parallel of the law, it is the same form but different title as the one you have.

Q. Is that book you have in your hand the entire result of your research for these letters, you got nothing at all from your search? A. No.

Q. Nothing at all on this subject? A. There is a large amount of general correspondence there from Mr. Dwelle that I can bring down if you care

to examine it; it has no bearing on this matter.

Q. You have a lot of correspondence from Mr. Dwelle, but not the particular correspondence that I speak of on these different dates, November 28th, December 12th and December 19th, 1910? A. I will explain one reason why our files are very incomplete because in corresponding, I frequently from day to day attach original letters and forward them, and they are possibly then to be forwarded by them to others.

Q. That was in the course of this campaign?

5069 A. Yes, sir.

Mr. Merritt: If you have any letter there or copy of any letter there from Mr. Dwelle to Mr. Paine, which he can identify substantially as what he received, I will waive the objection on the ground that it is not the original.

Q. You did not do it before?

Mr. Merritt: Because he would not in the ordinary course of affairs have the original.

5070 Q. He would have his own copy?

Mr. Merritt: I offered to waive it was not a copy from his files, but counsel rejected that offer.

Q. You are a member of the Retail Lumber Dealers' Association, Mr. Paine? A. I think we are what are termed honorary members of the local Retail Lumbermen's Association in Wisconsin.

Q. You are members of it, are you not?

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Mr. Merritt: Objected to as incompetent, irrelevant and immaterial and having no bearing whatsoever upon any issues in this action; there is no mention whatsoever in any of the pleadings of any association called Retail Lumber Dealers' Association.

A. Yes, sir.

Q. Which association has divided up the United States and fixed separate prices for each territory so divided up?

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Mr. Merritt: Same objection, and I renew the other objections that it is not cross-examination, and also further that this witness could not possibly testify from the facts which counsel are stating and the further ground that the question is a leading question on the matter, which is a matter of direct examination on the part of the defense.

Q. How is that, Mr. Paine? A. I know nothing of their affairs whatever, as I have never attended any of their meetings, and no representative of our company has ever to my knowledge, and our knowledge is purely complimentary, as 5073
the membership in that association is made up among our customers.

Q. Is the membership divided up in honorary members, complimentary members and active members?

Mr. Merritt: Same objection.

A. I used the word "complimentary" as synonomous with "honorary"; the membership is divided between honorary and active members.

5074 Nathan Paine, for Complainants—Cross.

Q. Do you pay dues into the association? A. I don't know, I think not.

Mr. Merritt: Same objection to this entire line of examination.

Q. What do you think about dues in the American Anti-Boycott Association, do you pay them or not?

Mr. Merritt: Objected to as incompetent, irrelevant and immaterial, having no bearing
5075 whatsoever on the issues in this case, and further as not direct examination.

A. We do.

Q. You are sure of this latter association but not of the former? A. Yes, sir.

Mr. Maloney—

Q. You sell 1⅜ size in the City of New York, Mr. Paine? A. We do.

Q. And also larger sizes? A. Yes, sir.

Q. Has this list of discounts in your business in the City of New York been——

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Mr. Beattie—

Q. This Retail Lumber Dealers' Association, of which you are some sort of a member, is now under indictment in the Federal Courts for violation of the Sherman Act as to fixing prices, creating a monopoly, is it not?

Mr. Merritt: I object to the counsel testifying and putting in leading questions of that kind, and on the further ground that the

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question is incompetent, irrelevant and immaterial and not cross-examination, and on the further ground that it is not shown that this witness has any knowledge concerning the Retail Lumber Dealers' Association or what has happened to it.

A. I don't know that that is true, and I can also say that we are not to my knowledge members of the National Association. Our membership in any such retail organization is in what is known as the Wisconsin Retail Lumber Dealers' Asso- 5078
ciation, and I have never known that the Wisconsin Association or its members were under indictment.

Q. Isn't it a part, the Wisconsin Association, a part of the National Retail Lumber Dealers' Association?

Mr. Merritt: Same objection.

A. I don't know, but my belief is that——

Mr. Merritt: I object to the witness giving his belief; he says he does not know.

5079

Q. How is that, Mr. Paine? A. My belief is that the so-called National Association is made up of the officers, particularly of the secretaries, of the State associations.

Q. Including the State of Wisconsin Association? A. I think so.

Mr. Merritt: I move that that all be stricken out on the ground that it is hearsay, no proper proof, as well as upon the other grounds already stated.

5080 Nathan Paine, for Complainants—Cross.

Further Examination by Mr. Maloney—

Q. Have you separated in giving your estimates of the business in the City of New York, the business done in 1⅜ sizes and the business done in larger sizes? A. In Manhattan, yes, sir.

Q. Has there been any increase in the last year in the business in 1⅜ or has there been a decrease? A. There has been a decrease.

Q. Did you ever do any business with—have you been here throughout the testimony? A. Most of the time, not all of the time.

5081 Q. Have you ever done business with any of these customers of Curtis, and Morgan, and Waters, and Gould, that have been referred to? A. We have.

Q. At intervals, or practically continuously? A. At intervals.

Q. I think you said that you were familiar with labor conditions in the City of New York? A. To some extent.

Q. Do you know that non-union men, so-called, may be employed there as carpenters? A. I know there are non-union carpenters employed there.

5082 Q. To a considerable extent? A. I don't know to what extent.

Q. You know the business of the building trade in New York is very large? A. Yes, sir.

Q. Have you any idea, approximately, of the extent of the number of union carpenters in that vicinity in that city. A. I do not know as to that.

Q. How many carpenters do you employ? A. We do not employ any carpenters in the sense that that word is used according to my understanding.

Q. You employ no carpenters? A. No carpenters. 5083

Q. I understand that one of your complaints here was that you necessarily required the service of carpenters to erect this trim or material that you supply, and that these defendants are interfering with that, preventing you from getting such carpenters? A. We do not require carpenters for that purpose, as we erect none of this material ourselves.

Q. Then the complaint is that other people in New York are prevented from employing union 5084
carpenters to construct or erect your—to erect or put up your material? A. Yes, sir.

Q. What is the extent of your knowledge of labor conditions in New York? A. It is slight.

Q. Merely based upon your correspondence with your customers? A. Based upon correspondence and intercourse with our customers and the representations of our salesmen.

Q. How many salesmen have you in New York? A. We have three.

Q. Have you talked with them personally? A. I have, frequently.

Q. Have you made inquiry of them as to what 5085
non-union men there were that could be employed there? A. I have; they have advised me that practically no non-union men were at work in Manhattan.

Q. That there are no non-union carpenters in Manhattan? A. That there are no non-union carpenters in Manhattan, that the bulk of the non-union carpenters are employed in Brooklyn, in the Bronx and other districts outside of Manhattan.

5086

Q. Does that refer to men that work on outside work or inside work? A. Outside.

Q. Did you accept their opinions as true without further investigation? A. I did.

Q. That is all.

Further Examination by Mr. Mayer—

Q. Did I examine you with regard to competition? A. Yes, sir; I want to make a correction.

Q. Mr. Paine, you are selling the same, you are in the same line of business, as the five wood-working defendants, is that so? A. Yes, sir.

5087

Q. And they are competitors of yours? A. They are.

Q. And you seek to obtain some share of their business in the City of New York? A. We are not seeking any of their business.

Q. Not any of their business? A. Not any of their business.

Q. You are seeking business in the City of New York, which they now deal in, which they now seek? A. We are seeking business in New York in competition.

Q. With them? A. With them.

5088

Q. And that is the purpose of this action, to help you to seek business in the City of New York in competition with them? A. Yes, the purpose of the action is protection in seeking that business.

Q. And that protection consists in requiring the union carpenters to set trim made in your non-union shop? A. Not according to my understanding.

Q. Your complaint is that the union carpenters

refuse to set your non-union made trim, isn't that so? A. Yes, sir; in agreement with others.

Q. What you seek is to compel—what you seek to do is to restrain them from refusing to set your non-union made trim?

Mr. Merritt: I object to all this line of examination, it is not calling for facts at all, it is not cross-examination, and the complaint speaks for itself and sets forth just what we are trying to restrain and the relief that we want; the matters complained of is for the attorneys and not for the clients.

A. I don't understand the matter in that way.

Q. I am not asking for your understanding; I think I am entitled to an answer, yes, or no? (Question read.)

A. No.

Q. Then as a matter of fact you don't care whether they set your non-union made trim or not? A. I don't care whether the individual union man refuses to set our trim or not; I object to his conspiring with other union men; I also object to his being obligated to refuse to install our trim.

Q. Then your complaint is against the rules of the union, is that so?

Mr. Merritt: I object to this on the same ground that I have already stated. The complainants' complaint in its entirety is stated and it is so ramified that no layman can expect to tell just what bearing each paragraph has upon its objects.

A. Yes, sir, as they compel the union man to refuse to handle our trim.

5092 Nathan Paine, for Complainants—Cross.

Mr. Maloney—

Q. A short time ago I understood you to answer, in reply to Mr. Mayer, that your objection was to the actions of the union men, was in their agreement with others; did I understand you correctly?

Mr. Merritt: Same objection, improper form of question.

A. Yes, sir, and their agreements with others.

5093 Q. That is all I want. I call your attention to Section 1, Article 2, of the complainant's Exhibit C attached to the complaint, and ask you to read that just a moment, Section 1, folio 308, on page 103?

Mr. Merritt: I object to this on the same ground.

Q. Have you read it over, Mr. Paine? A. I have.

Q. Now, is that one of the agreements with the union men or by the union men, to which you object?

5094

Mr. Merritt: I object to this question on the same ground, that it is calling for the witness to testify concerning the details of a charged conspiracy, the bearings of which in the legal aspects he cannot possibly have full knowledge, and I object to it further on the ground that it is not cross-examination.

Q. Have you read both of these sections? A. Yes, sir.

5095

Q. (Question read.) A. Yes, sir; I object to such agreements as interfering with the use of our products in New York City.

Q. That agreement provides that the manufacturing woodworkers shall not engage in installing or erecting material at any buildings, you will notice? A. The manufacturing woodworkers?

Q. Yes, sir.

Mr. Merritt: I object to this line of examination as improper, calling upon this witness to construe this agreement.

5096

Q. I am not asking him to construe it at all. You have no complaint or no objection to make against these union men, have you, because the manufacturing woodworkers agree not to install or erect material in any buildings?

Mr. Merritt: I object to that question as calling upon this witness to pick to pieces this ramified conspiracy and attempting to have him draw lines which involve legal knowledge as to where the objections to certain acts begin and where they end. It is the work for his attorney.

5097

A. I object to that part.

Q. Just answer that question; that takes an answer, yes, or no?

Q. (Question read.) Do you mean to say that you object to this part that I have just read? A. I do.

Q. Am I to understand from your answer that you are seeking to enjoin these union men because the manufacturing woodworkers, manufacturing woodworkers, mind you, defendants, have agreed

with the union men that they, the manufacturing woodworkers, shall not engage in installing or erecting material in any buildings? A. I object to that as interfering with the use of our products in New York City.

Q. Can it be possible that you find cause for complaint because the manufacturing woodworkers agree to install or erect any material in any building at all?

Mr. Merritt: I object to this on the same
5099 ground, as calling for the witness to pick to pieces his legal case. He stated his case there, what he is trying to enjoin and what he complains of, in its entirety, and asking him to pick to pieces and state what he objects to and what he does not is more than even an attorney could take up, it is the thing in its entirety that he objects to and not in detail. I object further that it is not cross-examination.

A. Yes, sir.

Q. Either his answer is absurd or the complaint is an absurdity; read the question? (Question
5100 read.)

Mr. Merritt: I object to a repetition of the question.

A. Yes, sir, because as part of the general agreement tending to exclude our products from New York City.

Q. Can you put your own explanation on the record of how an agreement on the part of your competitors not to install or erect any material in any building can be an interference with your business?

Nathan Paine, for Complainants—Cross. 5101

Mr. Merritt: I object to the question again, I do not think the witness should be called upon to tell in what way each detail of these numerous conspiracies affects him; it is the conspiracy in its entirety which is complained of in all its aspects. It is improper examination. If you are going to proceed to ask him each detail affects his business, you will be putting up to him a physical impossibility.

Q. We are going to find out what this conspiracy consists of? A. Manufacturing woodworkers 5102
have frequently installed their products in buildings in New York and other markets, in the situation of the union woodworkers refusing to do so the manufacturing woodworkers would do it if the occasion arose except for such agreements to the contrary.

Q. Are you confusing agreements made by the union men with the agreement, with that part of the agreement to which I have just made reference?

Mr. Mrritt: Same objection.

A. I think not. 5103

Q. You understand from the form of my question that this refers to the agreement on the part of the defendant manufacturing woodworkers, competitors of yours, that they will not install or erect material at any buildings at all? A. I do.

Q. And then that you complain of, do you mean to complain of that as against these manufacturing woodworker defendants, or is that complaint against the union men, for the agreement of the manufacturing woodworkers?

5104 Nathan Paine, for Complainants—Cross.

Mr. Merritt: I object to the question on the ground the question has already been answered, and on the further ground that it appears from the complaint that everything in the complaint is complained of in respect to every one of the defendants in the suit.

A. My complaint is against both.

Q. Then you seek to hold the union members for conspiracy and injury to your business because the Manufacturing Woodworkers' Association has agreed that it will not install or erect material in any building? A. I do.

5105

Q. Now, just following the paragraph to which I have made reference, there is an agreement on the part of the union men that they will not erect or install non-union or prison-made material, except 1⅜ size and exterior window blinds, do you charge the union men, defendants in this case, or mean to charge them with injury to your business because they refuse, or because they have agreed that they will not erect or install non-union or prison-made material?

Mr. Merritt: Same objection.

5106

A. I do.

Q. Was the institution of this suit by you planned by you and your co-complainants, planned by you and them or by you; when I say you, I mean your company, as an experiment?

Mr. Merrit: Same objection, and on the further ground that the question is too vague and ambiguous; to experiment in what?

A. It was planned as an experiment.

5107

Q. In the letter which has been offered in evidence, which you wrote to the association, a copy of which was read on the record this morning, you stated in substance that you believed the courts would upset the action of the union men not to erect or put up non-union material, precisely the same as they would a refusal of the men to work with non-union men or under non-union conditions; was this suit planned as an experiment to see if the courts would so hold, or did you really believe that these union men were damaging your business? A. I did not say in my letter the same as the court would interfere with union men refusing to work with non-union men.

5108

Q. Where is this other letter, Mr. Beattie, the one which refers to this boycott, what the court would hold concerning boycott of material, was it in that large letter?

Mr. Beattie: That is it.

Q. I don't find it.

Mr. Beattie: There it is.

Q. That part of the letter to which I refer is the following: "The proposed action is based on the principle that a boycott is none the less a boycott because of being directed in the abstract against non-union material in place of being directed against an individual or firm name." Now, I will ask you if this action was instituted by you and your co-complainants, co-plaintiffs, as an experiment in the courts to ascertain if you could procure a decision from the courts which would hold that such action on the part of union men was a boycott the same as these other boycotts to which you have made reference?

5109

5110 Nathan Paine, for Complainants—Re-direct.

Mr. Merritt: Objected to on the grounds already stated.

A. No, sir.

Q. Were you advised by any attorney or any one of any decision of the courts or of any statute which made such action, or which declared such action on the part of union men a boycott?

Mr. Merritt: I object to the question on the grounds already stated, and on the further
5111 ground that it calls for privileged communications between attorney and client.

A. No.

Further Examination by Mr. W. G. Merritt—

Q. You stated you had some corrections, Mr. Paine; I would be glad to have you make them? A. In answering previous questions in regard to wages, I said about 100 were employed at 35 cents per hour. The answer was based on my previous examination of the records and consultation with clerks, and I have found since that I
5112 misunderstood 25 cents per hour as 35 cents per hour; the answer should be, about one hundred employed at twenty-five cents per hour or more. Another correction refers to a question I think by Mr. Mayer as to our desiring to secure some of the business in New York now done by the five manufacturing defendants. My reply should be: No, in place of yes, as the business they have is their own and we could not in any way secure it.

Q. I have produced the two letters.

Mr. Beattie—

Q. You said that 100 are employed at 25 cents or more, Mr. Paine? A. They run from 25 cents to 35 cents per hour.

Q. How many at 25 cents an hour and how many at 35 cents an hour? A. About half of them would be at 25 cents per hour, one-quarter at 30 cents per hour, and one-quarter at 35 cents per hour or more.

Q. More than 35? A. Yes, sir.

Q. How much more? A. As much as 45.

Q. But none of these are carpenters? A. None 5114
of them are carpenters.

Further Examination by Mr. Mayer—

Q. What do you mean, Mr. Paine, by your last correction in respect to getting the business, what is your meaning of the word "business"? A. On orders that they have.

Q. You don't mean wipe them out of business? A. No.

Q. To wipe them out of business? A. No, sir.

Q. Their plant and all that sort of thing? A. No, sir, I don't understand it that way. 5115

Q. You are in competition with these people, though, are you not?

Mr. Merritt: I object to that question as having been repeated about five times.

A. Yes, sir.

Q. I do not understand what the difference is between your answer the other day and the correction you make now? A. You asked if we desired to secure business that they had or words to that effect.

Q. That was the other day? A. My answer is No. I answered then yes, inadvertantly.

Mr. Merritt: I have produced two letters here to Parschelsky Bros., written by the Gould Manufacturing Company in answer to telegrams sent by Parschelsky Bros. They are produced here if the attorneys for the defense want them. If they are exhibited and formally produced, I shall insist that they are made a part of the record, as I understand the law that when opposing counsel require the
5117 production of papers from an opposing party there can thereafter be no objection to their being made a part of the record; do you want them, gentlemen?

Mr. Beattie: Are you going to make a statement of the law? Let me see the letters, please?

Mr. Merritt: I produce them and give them to you on that condition.

Mr. Beattie: Do you refuse to allow me to see them without condition?

Mr. Merritt: I certainly do.

5118 Mr. Beattie: The letters having been refused to be produced except by conditions proposed by its counsel——

Mr. Merritt: I attach no conditions other than the law gives me, and leave it entirely a matter to be determined by the court whether or not the production of these papers to you people requires their going in evidence. If the law is such, I shall insist upon their going in evidence.

Mr. Maloney: Defendant's counsel does not accept the right to examine the letters upon any condition at all.

5119

Mr. Merritt: The letters now having been presented to the defendant's attorney and examined by them, I will ask the stenographer to write these letters into the record as the two letters produced, and attach them as Plaintics' Exhibits 8 and 9.

Mr. Beattie: Objected to as incompetent, irrelevant, and immaterial, and in no way binding upon these defendants.

(The letters marked "Plaintiffs' Exhibit 8," and "Plaintiffs' Exhibit 9" are attached to these depositions, that is, copies of them 5120
are attached to these depositions.)

Mr. Beattie: We further object to these exhibits 8 and 9 on the ground that they are not original documents, and show on their face they are copies.

Further Examination by Mr. Merritt—

Q. Is your company or are you a member of any association which determines the prices at which you shall sell your merchandise, or the merchandise?

Mr. Beattie: Objected to as calling for a 5121
conclusion and not for a fact.

A. No.

Q. Have you any understanding or agreement with any person or persons in your line of business controlling, in the prices at which you shall sell your merchandise?

Mr. Beattie: Objected to as not a proper question, and calls for a conclusion on the part of the witness, and not for facts.

5122 Nathan Paine, for Complainants—Re-direct.

A. No, sir.

Q. Are you in any way limited by any agreement with any of your competitors or associations of your competitors as to the territory in which you shall sell your merchandise?

Mr. Beattie: Same objection.

A. No.

Q. Or the customers to which you shall sell your merchandise?

5123 Mr. Beattie: Same objection.

A. No.

Q. Or the prices at which you shall sell your merchandise?

Mr. Beattie: Same objection.

A. No, sir.

Q. And you have no understanding or agreement of this character whatsoever? A. None whatever.

Q. And you have not had such understanding or agreement at least for several years past? A. We have not.

5124 Q. And I will ask you whether or not you are engaged in competition with the complainants in this action with you? A. We are.

Q. There has been offered in evidence here a certain price list or gross price list, issued by the Eastern Sash & Door Association, I will ask you what is the purpose of such a gross price list? A. The purpose of such a list is to establish standard sizes, standard thicknesses, standard grades, standard patterns, together with a gross price list subject to discount at the will of the seller.

Q. And the purpose of the gross price is for the furnishing a basis for figuring? A. It is all for the purpose of furnishing a basis for figuring for the convenience of both buyer and seller. 5125

Q. I will ask you whether the Western Association which was referred to here in the defendant's examination has such gross price lists? A. It has.

Q. And does it differ from the Eastern Association gross price list? A. Yes, sir; radically.

Q. And in what respects does it differ? A. In the gross price, in patterns, in thicknesses and in grades. 5126

Q. And why is it necessary to have two independent lists, or why do you have two independent lists? A. Because the goods used in the different markets differ radically in design, quality and size.

Q. Take the subject of window sash or frames, are the openings in windows in this part of the country different from those in the Eastern part of the country? A. They are very different.

Q. And you mean by that that a list based on this market here would not be applicable in the East? A. I do.

Q. Now, I will ask if you can give me what would be the minimum discount, or discount which you would be willing to swear would be minimum in connection with the price list of the Eastern Association? A. Fifty off. 5127

Q. And would it be in every instance practically more than 50? A. I should say 99 per cent.

Q. And I will ask you whether the discount in the gross price list of the Western Association is more or less than the Eastern Association? A. It is usually less.

5128 Nathan Paine, for Complainants—Re-direct.

Q. What proportion of the price would be covered by the discount in the gross price list of the Western Association, what would be the minimum discount on that list in your sales? A. Forty.

Q. Your attention has also been called to some of the Defendants' Exhibits referring to certain discounts which were recommended by the Eastern Sash & Door Association. I will ask you what portion of your sales are sold at these discounts? A. Not any.

Q. In the territory which they are recommended for? A. Not any of them.

5129 Q. Are your sales or the bulk of them at a greater or less discount than there set forth? A. They are at a much greater discount.

Q. Are you prepared to testify that the discounts on those prices set forth in these lists are not observed by your company?

Mr. Beattie: Objected to.

A. I am.

Q. Now, I will ask you, Mr. Paine, whether any other association, unless it be the Anti-Boycott Association, has any connection with this suit whatsoever? A. No association other than the

5130 Anti-Boycott Association has any connection with this case.

Q. And no association in your line of business or members in your line of business has any connection with this case? A. None whatever.

Q. And no association in your line of business contributes any money to the maintenance of this suit? A. Not a dollar.

Q. I will ask you whether or not any other per-

Nathan Paine, for Complainants—Re-direct.

sons or corporations in your line of business contribute any money to the support or maintenance of this case, or the payment of any costs or expenses in connection therewith, outside of you eight complainants unless it be indirectly through the Anti-Boycott Association? A. Not in any manner whatever. 5131

Q. And I will ask you whether any association in your line of business is in any way consulted concerning the conduct or course of this litigation? A. Not in any manner whatever.

Q. Or have they any voice in the way in which this case should be conducted? A. Absolutely none. 5132

Q. And I will ask you whether they have any pecuniary interest in this case? A. None whatever.

Q. Unless it will be the indirect interest which would come from opening the market? A. Yes, sir.

Q. I will ask you whether any association was ever consulted concerning the commencement of this case unless it be the Anti-Boycott Association? A. Absolutely none.

Q. You speak of the endorsement of the Anti-Boycott Association, and in a letter introduced by the defendants, dated December 12th, 1910, I find this statement: "At this meeting resolutions were passed unanimously endorsing the efforts proposed of the Anti-Boycott Association and favoring each and every member joining the same, and endorsing the use of our association name in court proceedings for that purpose"; I will ask you whether the commencement of this case was proposed by the Anti-Boycott Association? A. It was not. 5133

5134 Nathan Paine, for Complainants—Re-direct.

Q. Did the proposal to commence this suit come from any one other than the eight complainants in this suit? A. Not any one; it originated with me.

Q. And can you tell me why instead of proceeding independently you attempted to secure the same action from your competitors in this city? A. Because we were all suffering from the acts of the defendants, and it seemed better from every view, to bring the case jointly rather than individually.

5135 Mr. Beattie: I move to strike the answer out as incompetent, immaterial and irrelevant, and calls for a conclusion or opinion on the part of the witness.

Q. Why did it seem better? A. Because an individual bringing such a case would lay itself liable to attack from the Carpenters' Union, and there is a possibility, considering their 300,000 members and the further prospect of their continued growth, that they could drive any individual institution out of business.

5136 Mr. Beattie: I move to strike out what it seemed, as incompetent, irrelevant and immaterial, and a mere guess.

Q. Was that the primary cause that led you to undertake—— A. That was the original cause of my attempt to interest associations and large numbers of manufacturers, and was the cause of my finally interesting the others in acting with us.

Q. Is there any connection between these different associations in your line of business which have been mentioned in the defendants' examination? A. None whatever.

Q. They are absolutely independent of each other? A. Absolutely.

Q. As I understand your testimony, your first efforts to secure the co-operation of associations, were entirely abandoned? A. They were.

Q. And the commencement of this suit is an entirely independent movement? A. Entirely new. I would like to add that I found it impossible to interest the associations, and also found that it perhaps could not be done successfully under the law, as they were not incorporated and probably would have no standing in court. For those 5138 reasons and others the attempt to interest the associations in the suit were abandoned altogether.

Q. You wrote a letter, you testified, to the local paper here, about March 8, 1911, and the defendants in their questions put most of that letter in evidence; have you a copy of that letter? A. Yes, sir.

Q. Will you read the entire letter to the stenographer? A. To the editor: In your issue of the 8th, you offer what presumes to be an interview with one Philip Carlin. Some statements therein are contrary to the facts. Our company has never had a shipment returned because of labor difficul- 5139 ties. I am competently informed that this is equally true with all similar plants in Oshkosh. We have sold practically none of our product in the New York City district controlled by union labor for several years, especially during the past two years, when our sales over the country at large have taxed our capacity. Thus the present condition of trade with us is not due to loss of business in New York. The apparent effort in the quoted statements of this man, Philip Carlin,

5140 Nathan Paine, for Complainants—Re-direct.

to attribute present factory conditions here to union labor boycott is both an attempt to deceive your readers and the confession of an offense against the law in fostering a boycott. If the efforts of the Anti-Boycott Association to open the building material markets of New York City and the rest of the country are successful, it will help our conditions in Oshkosh slightly, and the benefits, though small, will be welcome. We have been invited to join with union labor and advance prices to the consumer fifty per cent. but have
5141 declined. The comparative wages of 62½ cents per hour in New York and 19 cents per hour in Oshkosh, mentioned in the article here referred to, are very suggestive. The consumer of course is the one who ultimately pays the wage scale. The offenders against the law in New York are being prosecuted in the interest of the country at large and not for the especial benefit of Oshkosh.

Q. What led you to write this letter, Mr. Paine?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

5142 A. I wrote the letter because of conditions here in Oshkosh in the public mind that were demoralizing business, those conditions being developed by delegates of the Carpenters' Union from their headquarters at Indianapolis.

Mr. Beattie: Just a moment, there is no use to open the doors to the examination of that question.

Mr. Maloney: I move that the answer be stricken out.

Q. I want you to stick to what you know here in the city, and not your conclusion. Start your answer over again? A. I wrote the letter because of conditions here in Oshkosh in the public mind that were developed by the agitation of the Carpenters' Union——

Q. How do you know there was any agitation; I want what you know here, if you saw it in the newspapers, the conditions and the point of view that you had?

Mr. Beattie: I object to what he saw in the paper. 5144

Mr. Mayer: I object to his point of view.

Q. What was taking place under your eyes that led you to write that letter? A. The people generally were inquiring as to the possibility of a strike and as to the possibility of the factories being obliged to shut down because of the boycott of the Carpenters' Union in New York and their threats to carry that boycott to other points, which was developing a condition of panic among non-union men, among the merchants and business men of the city to such a degree that great harm might come from it to the entire city, unless the facts 5145 were properly set forth.

Mr. Beattie: I ask that that all be stricken out as not within the knowledge of the witness, hearsay, a mere opinion and guess and conclusion.

A. Employees with experience in previous strikes advised me as to whether they had better leave the city, and for that reason and the others I have named I wrote the letter.

5146 Nathan Paine, for Complainants—Re-direct.

Mr. Beattie: I move to strike out that answer as objectionable.

Q. Were there any reports in the paper concerning this matter?

Mr. Beattie: Objected to as not the best evidence and incompetent and irrelevant.

A. There were frequent reports in the paper——

Q. Reports of what? A. Reports of return of
5147 shipments of our goods because of the boycott of the Carpenters' Union.

Mr. Beattie: I move to strike all the foregoing out as incompetent, irrelevant and immaterial, and cannot possibly have any effect or be binding upon these defendants, and not the best evidence.

Q. Did you see any notices of any meetings? A. The Carpenters' Union held frequent meetings, starting once a week and increasing to two or three times a week and finally every night.

Q. How do you know that? A. By representa-
5148 tives attending these meetings and by the reports in the newspapers.

Mr. Beattie: I ask that those answers be stricken out as not within the knowledge of the witness on his own statement and as incompetent.

Q. This is only offered as showing the reasons for writing this letter because of the frame of mind.

Mr. Beattie: You cannot get in the evi-

dence points included in general statements of newspaper clippings.

Q. Did you see notices of meetings in the paper? A. There were frequent notices in the paper announcing meetings, announcing speakers, etc.

Mr. Beattie: I ask that be stricken out on the same ground.

Q. Was this name, Philip Carlin, among those notices? A. It was.

Q. For how long a period of time did you see 5150
these notices in the paper? A. Over two months.

Q. At varying intervals? A. Yes, sir.

Q. Now, you testified that you were doing business in 1908, 1909 and 1910 of something like $50,000.00 a year in round numbers; how do you reconcile—in New York City, or rather on the Island of Manhattan, how do you reconcile that with the statement you sold practically none of your product in that district controlled by union labor for several years and especially during the past two years, when our sales from the country at large have taxed our capacity? A. Because in a volume of business of two and a half million I 5151
regarded $50,000 as practically none.

Q. What per cent. is $50,000.00 or two and a half millions? A. Two per cent.

Q. Then you make a further statement that, to the effect that if this suit is successful it will help our conditions in Oshkosh slightly, and the benefits though small, will be welcome; I believe you testified that you believed you would do business of several hundred thousand dollars but for the combination of the defendants in Manhattan;

how do you reconcile that statement? A. When I speak of our conditions in Oshkosh, I refer to public conditions, not to our private business; while the increase of several hundred thousand dollars in sales in our private business might be a very considerable item with us and represent a large profit or a large loss, distributed in the public interest of the city it would be slight.

Q. You think ten per cent. increase in your business would be but a slight benefit to the city? A. To the entire city.

5153 *Mr. Maloney—*

Q. Two per cent. less could not be a very serious consequence to the city, could it? A. Not to the entire city.

Q. You spoke about the alarming conditions? A. The union represented that the loss might be 98 per cent. instead of two per cent., which created alarm in the public mind.

Q. This was to allay the public alarm and show that the loss the unions might cause you was immaterial? A. At the moment, to the city.

5154 *Mr. Merritt—*

Q. Will you state whether or not in bringing this suit you considered only the loss of business already incurred? A. I did not.

Q. What else did you consider? A. I considered the volume of business in New York that we would secure if not interfered with by the unions or by the conspiracy charged.

Q. Did you also consider any question of the extension of the same conditions to other communities? A. That is a very important secondary

consideration, as the unions threatened to extend those conditions virtually over the entire country as rapidly as their membership of 300,000 could be enlarged to permit of their carrying the undertaking forward.

Mr. Beattie: I ask that that be stricken out.

Q. Mr. Paine, do you always observe the laws of Wisconsin in the employment of men?

Mr. Beattie: Objected to. 5156

A. I have.

Q. If you have ever employed any one as you testified under 16 years of age, have you always secured the requisite permit? A. Always.

Q. I think you have been asked here in some instances to sum up what you complain of, I will ask you if you mean to waive any part of your complaint as set forth in the records filed? A. I do not.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and not a proper question. 5157

Q. I will ask you whether you intended to give an exhaustive statement of all the details of your complaint?

Mr. Beattie: Same objection.

A. I did not.

Q. That is all.

5158

Mr. Beattie—

Q. How many members are there in the union carpenters in this city, Mr. Paine? A. I don't know.

Q. Have you no idea of the membership of the Carpenters' Union here which caused all this public clamor that you speak about? A. Yes, sir.

Q. What is your idea of it? A. My idea is based on the newspaper reports as they announced an increase of a thousand or more in their local membership on the basis of the agitation of the union delegates.

5159

Q. Then do you think there are a thousand members in the carpenters' local union here, as many as that? A. I think there are more than that now.

Q. How many more do you think?

Mr. Merritt: I object to this testimony as calling for hearsay evidence.

A. I should say 1,500; of course, I know nothing as to the facts, the union records they are open to you and certainly show.

5160

Mr. Maloney: I move to strike out that they are open to us; what do we know about the local conditions here?

Mr. Beattie—

Q. What do you know in the way of any action having been taken by any one of these union members in this city to cause any such clamor? A. The action was not taken according to my understanding by the local members; it was taken by

5161

the visiting delegates from outside, representing carpenters' unions.

Q. You mean these three men you have previously testified to? A. Several who talked here and agitated the matter.

Q. You had a whole lot of agitation in 1898 when your factory was struck, didn't you? A. Yes sir.

Q. There was a lot of public clamor then against your factory, wasn't there? A. There certainly——

Mr. Merritt: I object as not cross-examination.

5162

Q. There was no particular increase in the clamor from 1898 up to the present time? A. In the interval the excitement subsided altogether, and was renewed at this time.

Q. Hasn't there been more or less public clamor in this community since 1898 and before against the low wages and long hours put in in your factory? A. There has not.

Q. And against the employment of women and girls? A. There has not.

Q. Who told you that the carpenters' union had 300,000 members? A. I have information from many sources, but know nothing personally as to its accuracy.

5163

Q. Would the same apply to your evidence as to these carpenters causing a clamor, that you have no knowledge? A. No, and I may add in further reply to that previous question, that Philip Carlin stated here as reported in the press, that the membership had increased from 10,000 in 1910 to 300,000 at the present time.

5164 Q. I ask that Philip Carlin's statement be stricken out. Who is Philip Carlin? A. Delegate of the Carpenters' Union.

Q. Delegate in this city of the Carpenters' Union? A. From Indianapolis.

Q. Delegate from Indianapolis? A. Yes, sir.

Q. When was he a delegate? A. He came here in February, this year.

Q. What makes you think he is a delegate? A. Because he said so.

5165 Q. Did you hear him say so? A. Not myself, no.

Q. Somebody else told you? A. No; he so announced himself in an interview in the Daily Northwestern here.

Q. That is your only knowledge on that subject, and is that your only knowledge on the amount of the membership of the Carpenters' Union? A. No; that figure, 300,000, I have seen frequently in print.

Q. In connection with this bank stock or where did you see that figure in print? A. In the newspapers.

5166 Q. That is about as accurate there as any of the rest of this information that you got from these newspaper accounts, is it, so far as you know? A. Except for the statements of the union delegates in our office and except for the statement——

Q. You refer to those three men that called on you? A. Yes, sir and except for the statements of people who attended the meetings, my information is based on newspaper reports, together with statements of citizens.

Q. About the membership of the carpenters'

union? A. And as to the other matters you inquire about.

Q. As to the other matters; now, in these lists covering Northwest territory and the list covering the Eastern, covering the territory of the Eastern Association, do the figures for the same kind of goods, for instance, say 1¾ window or sash, differ? A. They differ radically.

Q. That is, they differ for the same kind of goods in each separate territory of these associations? A. They do.

5167

Q. Now, how does the size of a door in the Northwest Association territory differ from the size of a door in the East? A. Sizes are standard in the East that are not standard in the West.

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Q. The doors in the East vary how many inches from the doors out West? A. I should say a variation of six inches.

Q. Wider in the East or wider in the West or is this in length? A. It is in both.

Q. Six inches both ways? A. Yes, sir.

Q. That they are wider and higher in the East? A. Perhaps I can explain if you ask me to do so in my own words.

Q. Yes, sir? A. Nothing smaller than 2 foot by 6 feet is listed in the Western list; a door 1 foot 8 by 6 foot is listed in the Eastern list.

5169

Q. Then the Eastern doors are smaller than the Western door? A. No; 2 foot 6 is included in the Eastern list also, but the door smaller is not included in the Western list; there are what you call irregular sizes that are standard in the East that are not standard in the West.

Q. How does the eastern window differ from the northwestern window in size? A. It differs in the

width and length of its parts, and differs in the size of the hole, opening that the window fills.

Q. State as to the difference in size of the opening with the eastern window as compared with the western window? A. The exact difference?

Q. Can you approximate it? A. Usually the difference would not exceed half an inch.

Q. In favor of the larger size in the east or in the west? A. I thought you referred to the difference between the same sizes in the different markets.

5171 Q. You mean in thickness you are speaking? A. In size of parts.

Q. I asked about the opening, an eastern window opening differs how much from a western window opening? A. Not over a half inch each way in heighth and width.

Q. Is the eastern window wider or larger than the western window? A. It differs in case of two light window and a four light window; a window that has two lights of glass or four lights. The opening of a four light window in the east, that is in the New York market, is about the same as the western four light opening. I would like to add

5172 that there is a difference in sizes not only between the east and the west, but between Boston and New York and between New York and Philadelphia.

Q. Are they not all covered by the Eastern Association? A. They are not.

Q. Which are covered by the Eastern Association? A. New York.

Q. Eastern Association prices only cover New York? A. I think it only covers New York size; what is called New England Association covers

Boston sizes, and I don't know whether Philadelphia sizes are included in the eastern list or not.

Q. Are you a member of the New England Association too? A. I am, or our company is; pardon me, no, we are not members of the New England Association, I had in mind the Eastern.

Mr. Maloney: In the City of New York in endeavoring to get this business or market, as you call it, there would be but a certain amount of the business to go around among all the competitors in any event, would there? 5174

A. Yes, sir.

Q. And in case you succeed in procuring the business it would tend to displace others getting the business? A. Yes, sir.

Q. Can the manufacturers of the material which is the subject matter of this suit in Oshkosh, deliver it cheaper in New York than the defendant woodworkers could do there, same sizes, same sticks?

Mr. Merritt: I simply want to object to this as not cross-examination, you are bound by the witness's answer. I presume this would open the door for a good deal of stuff, it will be a complicated question; we can [illegible] all the prices and have them put in evide[illegible]here of the prices of the shipments and everything. 5175

Mr. Maloney: He has referred to it he has referred to this $50,000 a year, of course these people can necessarily produce it cheaper than they. I only want to get it in connection with the loss of this $50,000 a year business that

he has referred to and the $300,000 a year that they might get, that is, ten per cent. increase that has been referred to, it is in that connection that I wish it.

Q. (Question read.) A. I can only answer for our individual company, not being familiar with the costs of my competitors; our own company owns its raw material in the shape of timber, we produce our own lumber, our own veneers; we produce it all on such a scale and turn out the
5177 manufactured goods in such quantity that I am confident we can sell the New York trade at a lower price than the cost to the New York mill.

Q. In testifying some little time ago you were giving an explanation of the letter which you wrote about the loss of the $50,000 per annum in New York, in New York City business, being comparatively slight as compared with the total of your business, and in that connection you testified that it was not alone on account of the loss of that business that you felt grieved and brought this action, but also because you could do an increased business in the City of New York estimated at
5178 about $300,000; now I will ask you in that connection if you were influenced in making those statements and estimates by the fact that you could produce the material and deliver it there cheaper than these defendant woodworkers in this suit? A. I did not, I based my statement on competitive conditions as they have existed in my experience in the New York market in years past, before our goods were excluded by these agreements.

Q. I mean, eliminate the question of the union, you don't understand, I don't think you under-

stand my question; I don't mean to include these, this so-called interference of the union with your business, I mean only to ask you if, leaving aside this so-called interference of the union were you influenced in making that estimate that you have referred to by the fact that you could produce the material and deliver it there cheaper than these defendant competitors could do it? A. No, not altogether by any means. That was naturally a factor.

Q. You don't suppose that there would be, that any increase of the business in that section would come to you unless it went for economical reasons or unusual business efforts on your part? A. We have never found any difficulty in selling our goods at competitors' price or at approximately the same prices as our competitors, and have frequently sold them at a premium because of their quality or service, where our capacity would enable us to fill large contracts to better advantage than the smaller mill.

Q. Which one of these reasons is it that caused you to estimate that you might obtain as much as $300,000? A. All of those reasons.

Q. Including economy reasons? A. Yes, sir.

Q. In statements that you can produce the material cheaper have you taken into consideration also the fact that wages are not so high, prevailing wages, as they are in a community like New York? A. Only in a minor degree. That is a factor.

Q. It is only a factor? A. Yes, sir.

Mr. Beattie—

Q. How many non-union carpenters are there

in this town, you say there are 1,500 union, how many non-union? A. There are between four and five thousand employees all told in the woodworking plants of the city and any carpenters outside.

Mr. Merritt—

Q. You include woodworkers in your own factory in making that statement? A. Yes, sir.

Mr. Beattie—

5183 Q. I am asking you how many non-union carpenters there are? A. It seems impossible to answer your questions in regard to these carpenters and woodworkers, because the subject is so confused on account of the consolidation a few years ago of the carpenters' union and the woodworkers' union, and the woodworkers' union includes anywhere from 90 to 99 per cent. laborers who are in no sense carpenters at all; they haven't a tool, and in no sense know how to use them.

Q. Then these 1,500 union carpenters here are not men that you could use in your mill? A. I speak of them as carpenters because of their being
5184 members of this union; they are not carpenters at all, they are not men with tools, they would not know which end of a tool to take hold of; among them are a few building carpenters in this city.

Q. Which union do you refer to, woodworkers' union or carpenters' union? A. There is only one union anywhere in the United States that I know of of carpenters and woodworkers.

Q. And you understand then—your understanding is that the position of carpenters in Manhattan is, that they will not work on goods which is

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not made by their own members? A. No, that they will not work——

Mr. Merritt: Objected to, first, it is no part of any re-cross-examination, and secondly, because the witness understanding is not any proof that is proper in this case.

Mr. Beattie: It seems to come out in connection with these 1,500 men, because we misunderstood each other as to these 1,500 carpenters apparently.

Mr. Maloney: If they are woodworkers——

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Mr. Beattie: I will withdraw that question for the moment. Are there four or five thousand men in this town who are engaged in the same kind of work as the 1,500 men that you spoke of being in the union here?

A. Yes, sir.

Q. Is that about the total number of men in that same employment who are non-union? A. That is the maximum.

Q. Then you believed in stating about those rumors that these 1,500 men have caused rumors in the community as against 5,000 other non-union men? A. I think I clearly stated that those rumors were developed by the delegates from Indianapolis.

5187

Q. You spoke of union men? A. Spreading the information given by the delegates in their speeches.

Q. Delegates in their speeches where, here? A. Yes, sir; here in the union meetings.

Q. Was any of these rumors caused by the 5,000 non-union men engaged in this same line of work

5188 C. S. Curtis, for Complainants—Direct.

in this town? A. They were not caused by them to my knowledge.

NATHAN PAINE.

Subscribed and sworn to before me this 20th day of November, A. D. 1911.

DAVID C. PINKERTON,
Notary Public, Wisconsin,
My com. expires Aug. 31, 1914.

[Notary Seal.]

5189

MR. C. S. CURTIS, a witness called on behalf of the complainants herein and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says as follows:

Direct examination by Mr. Walter G. Merritt—

Q. What is your age? A. Sixty years.

Q. Where do you live, Mr. Curtis? A. Wausau,
5190 Wisconsin.

Q. And you are connected with the Curtis & Yale Company? A. Yes, sir.

Q. In what capacity? A. Secretary, treasurer and general manager.

Q. How long have you been connected in that capacity? A. Ever since its organization in January, 1893.

Q. You are familiar with all its affairs? A. Yes, sir.

Q. And that concern manufactures what char-

acter of merchandise? A. Sash, doors, blinds, moldings and interior finish.

Q. Are you familiar with the conditions that surround the employment of men there? A. Yes, sir.

Q. And the conditions which surround the selling of your merchandise? A. Yes, sir.

Q. Your corporation is organized under the laws of what state? A. Under the laws of the state of Iowa.

Q. And how long since it has been operating under those laws? A. January 1, 1893. 5192

Q. And it has been an Iowa corporation ever since and been engaged in this same business ever since? A. Yes, sir.

Q. Where is it sprincipal place of business? A Main office is Clinton, Iowa, and principal place of business is Wausau, Wisconsin

Q. Are all its factories and mills in Wausau, Wisconsin? A. Yes, sir.

Q. Approximately how much money is invested in the corporation business? A. About $650,000.

Q. And about how many people do you employ? A. 600.

Q. And how many of these are woodworkers or 5193
carpenters in round numbers? A. They are all what I would term woodworkers, except the yard men and the office men and salesmen, probably 400.

Q. You operate what is known as an open shop? A. Yes, sir.

Q. And you never refused to employ any one on the ground that he was or was not a member of any labor organization? A. No, sir.

Q. Never discriminated against any member of any labor organization A. No, sir.

5194 C. S. Curtis, for Complainants—Direct.

Q. In round numbers what is the amount of merchandise you sell annually? A. Approximately fifteen hundred thousand dollars.

Q. And that has been the same for several years past approximately? A. The past two or three years; yes, sir.

Q. And approximately how much of this is sold to customers outside of the State of Wisconsin? A. About two-thirds.

Q. And how do you sell your merchandise? A. Principally through travelling men, salesmen.

5195 Q. Your orders are subject to approval and acceptance at the factory in Wausau? A. Yes, sir; at the office.

Q. How much merchandise did you sell in the City of New York and vicinity in the year 1910 approximately? A. Approximately $60,000.

Q. And what do you include when you say City of New York and vicinity? A. I include suburban towns adjacent, Brooklyn, Jersey City and towns in New Jersey and Connecticut.

Q. And have you done any business on the Island of Manhattan in the last few years? A. Not in the last year or two, I guess.

5196 Q. Do you manufacture the character of merchandise that is used on the Island of Manhattan? A. Yes, sir.

Q. You are acquainted in a general way, by hearsay at least, with the combination of the Carpenters' Union and others set forth in the complaint in this action? A. Yes, sir; in a general way.

Q. And will you state whether or not that combination and your information concerning it has

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deterred you from seeking business on the Island of Manhattan?

Mr. Mayer: Objects to on the ground it is incompetent, irrelevant and immaterial.

Mr. Beattie: No proper foundation having been laid and calling for a conclusion on the part of the witness.

A. Yes, sir; it has.

Q. By that you mean to testify that you believe you would have secured business on the Island of Manhattan but for that combination? 5198

Mr. Mayer: Objected to for the same ground, and that no foundation has been laid for the testimony.

Mr. Maloney: Also that the testimony is immaterial.

A. I believe I would.

Q. Do you regard your right to solicit and obtain orders from customers on the Island of Manhattan in open competition as a valuable right?

Mr. Mayer: Objected to on the ground it is incompetent, irrelevant and immaterial. 5199

A. Yes sir; I do.

Q. Is that right worth at least $5,000 to you? A. Yes, sir.

Q. And I understand that you have merchandise on hand or are able to produce merchandise usable on the Island of Manhattan? A. Yes, sir.

Q. And that you are desirous of selling merchandise on the Island of Manhattan? A. Yes, sir.

Q. That is all.

5200 C. S. Curtis, for Complainants—Cross.

Cross-Examination by Mr. Beattie—

Q. When were you last on the Island of Manhattan, Mr. Curtis? A. A year ago last August.

Q. A year ago last August, and you know nothing of later conditions on the Island of your own knowledge since that time? A. Except what information comes through our travelling men and dealers.

Q. And how long did you stay there a year ago last August? A. A few days.

5201 Q. How many days? A. Three days.

Q. Did you see any men there that were interested and informed as to the labor conditions at that time, and if so, who? A. No, sir; I don't think I did.

Q. And when were you last on the Island of Manhattan before that time a year ago last August? A. I was there the previous May.

Q. Did you see any labor men or men informed as to the labor conditions in Manhattan at that time, and if so, whom? A. I cannot say that I did.

Q. When were you there before that? A. I

5202 don't remember.

Q. Then all you know really about labor conditions in the Island of Manhattan for two or three years or so is what other people have told you? A. Principally our travelling men.

Q. Have told you? A. And our correspondence regarding it.

Q. Is it from this information of others that leads you to say that you have been, and you are barred from a right on that Island that is worth $5,000 a year and more? A. That and the fact that our travelling men have worked the territory

and advised me that owing to labor conditions——

Mr. Mayer: I object to what they have advised.

A. They could not secure the business.

Q. Did they advise you that business was worth $5,000 a year, that business that you were kept from by those conditions was worth $5,000 or more a year to you? A. No, sir.

Q. How did you come to testify to that? A. Judging from the volume of business that I believe I could secure there had it not been for the labor conditions.

Q. You knew that the Paine Lumber Company has been securing business right along up to this, getting this injunction, of between forty and fifty thousand dollars a year? A. That is a very small percentage of the business for them.

Q. That business covers the same sort of material I assume that you make, does it not? A. Yes, sir.

Q. Haven't you found a big difference in claims of advertising men and securing business? A. Yes, sir; I find some difference.

Q. Don't you think the fact that iron and cement and steel doors and windows are being used so extensively in Manhattan is an important factor in the trade conditions there, building conditions? A. No, sir I don't think it is very important.

Q. If the building laws there prevent the use—you only make wood material, don't you. A. That is all.

Q. You know doors and windows are now made largely of metal, don't you? A. No, sir; I don't know anything of the kind, I know they are not.

5206 C. S. Curtis, for Complainants—Cross.

Q. In New York? A. I know there are some buildings that use metal.

Q. Don't you know that no buildings can use anything but metal in the way of doors and windows that are over 100 feet in height in the Island of Manhattan? A. Very few stock sizes are used in metal.

Q. Have you any knowledge at all as to what doors or windows are used during the last two or three years under the building regulations in the Island of Manhattan below 60th street? A. I
5107 know there are a great many large buildings on Broadway and some of the other streets below 60th street.

Q. You have not been there, you have not seen the doors or windows there in any new buildings, have you, for the last two or three years? A. Yes, sir.

Q. Did you see any doors or windows there in any building that is over 100 feet high put in there in the last three years? A. I don't know how high they were, but I have seen some goods in pretty large buildings there.

Q. Was this case a year ago? A. Yes, sir.

5208 Q. Was that anywhere going on in buildings or buildings erected? A. The buildings were erected.

Q. That had previously been erected? A. Yes, sir.

Q. This $60,000 business you speak of in New York and vicinity you say covers Jersey City and other towns adjacent, do you include Newark in that? A. Yes, sir.

Q. And Brooklyn? A. Yes, sir.

Q. Run up the Hudson any? A. No, sir.

Q. Do you employ women and girls in your factory, Mr. Curtis? A. No, sir.

5209

Q. What do your wages range for bench hands? A. From twenty cents an hour to fifty cents an hour.

Q. How far is Wausau from Oshkosh? A. About 75 miles.

Q. Could you not also employ bench hands as low as fifteen cents an hour out there at Wausau, or have you tried it? A. I presume I might, and find some that would be worth more than that.

Q. Have you ever tried the policy of employing women and girls in this work in your factory? A. Yes, sir.

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Q. What was the result?

Mr. Merritt: Objected to as not cross-examination.

A. I say in our factory I have not since the reorganization of our company.

Q. When was that? A. That was in 1893, when the Curtis & Yale Company took over from Curtis & Brothers Company the business under the new corporate head; our business was originally Curtis Brothers & Company, of Clinton, Iowa.

Q. What was your experience with the employment of women and girls? A. In our place at that time we found it was difficult to get them and we could not employ large enough percentage to pay.

5211

Q. Then you do not employ them now because you cannot get them or because you do not want them? A. We are not fixed to take care of them, we haven't got the closets and the findings of them, for women.

Q. Don't your experience show you that it is an unsatisfactory business for girls and women to be employed in? A. No, sir, it is not: we had some

girls that were quite efficient and got good wages.

Q. Have any women working at buzz saws? A. No, sir.

Q. Don't you consider that a very dangerous occupation for women, how is that? A. Depends upon what you mean by buzz saws.

Q. Well, circular saws? A. There is a wide range in circular saws; I would consider a little rip saw ripping up thin material would not be dangerous, but heavy plank I would consider too heavy work for a woman, ripping up plank on a
5213 large rip saw I would consider too hard work for a woman.

Q. It is dangerous for anybody, isn't it? A. Not especially.

Q. Hasn't there a large part of the men in your factory lost fingers working on these saws?

Mr. Merritt: Same objection.

A. No, sir.

Q. How many men in your factory, how many bench hands in your factory get twenty cents an hour out of the 400? A. I don't think we have 400 bench hands.

5214 Q. I thought you said 400 out of 600 were carpenters? A. No, sir; I said woodworkers, that takes in machine men and benchmen in the different departments.

Q. How many bench hands get 20 cents an hour? A. I should say ten to fifteen.

Q. And how many get fifty cents? A. I think none of the bench hands proper get fifty cents.

Q. And you want to correct your testimony in that regard, I think you testified your bench hands

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got twenty to fifty cents? A. No, sir; I didn't testify to that.

Q. What is the highest wages bench hands get, and how many get that highest wage? A. I think our highest wages to bench hands proper is $2.75 a day, twenty-seven and a half cents an hour.

Q. And how many hours a day does your factory work? A. Ten hours.

Q. And how many hours on Saturday? A. Ten hours.

Q. Are you a member of this so-called Northwestern Association?

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Mr. Merritt. Objected to as not proper cross-examination, and also as incompetent, irrelevant and immaterial.

A. Yes, sir.

Q. Are you also a member of the Veneered Door Association?

Mr. Merritt: Same objection to all this line of examination.

A. No, sir.

Q. Are you a member of this Eastern Sash & Door Association? A. No, sir.

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Q. Are you a member of the American Boycott, Anti-Boycott Association?

Mr. Merritt: Same objection.

A. Yes, sir.

Q. Were you present at a meeting at which this Northwestern Association passed resolutions in favor of bringing this action, meeting held December 8, 1910, at Chicago? A. You put two ques-

tions there, if you will separate your question I will answer it.

Q. (Question read.) A. I was present at the meeting held on December 8th, but I do not recall that any resolution was passed at that meeting regarding this matter.

Q. Did you hear the matter discussed at the meeting? A. Yes, sir.

Q. Were the members quite unanimously disposed and did they so state that this action should be brought? A. I don't think that this action was
5219 discussed, it had not been commenced then.

Q. What did they speak about? A. They spoke about the conditions in New York City, and discussed that.

Q. Didn't you pass resolutions, I am quoting here from Mr. Paine, unanimously endorsing the efforts proposed through the Anti-Boycott Association? A. No such resolution as that passed, I don't think there was, I don't think there was any proposition from the Anti-Boycott Association to commence suit or anything of that kind at that time.

Q. Either at that or at any other time? A. No,
5220 sir; I don't think there ever was, not to my knowledge anyway.

Q. Have you made any contribution to the American Anti-Boycott Association sent to its New York office in connection with carrying on this suit since August 31st last? A. I remitted my membership since that time.

Q. What date did you remit that? A. I couldn't give you the date without referring to our books.

Q. Since August 31, 1911, in the last week, have you sent any contribution to the American Anti-

5221

Boycott Association? A. I rather think we have.

Q. How much did you send them and on what date? A. I couldn't give you the date or the exact amount, it was a small amount, I should say less than $25, I should say, or about $25.

Q. Since the first of September? A. My impression is it was about the first of September, I may be wrong about that however.

Q. Can you verify that in any way? A. Not without going to my books, but we have remitted to them our membership and assessment whatever that was.

5222

Q. But it has been done within the past six or seven days, six days? A. I would not be positive about that, but I think so.

Q. How much did it exceed, did it exceed ten dollars? A. I should say it was somewhere from ten to twenty-five dollars.

Q. And it was sent to the New York office of the association, 27 William Street? A. I think so.

Q. In the form of a check? A. I presume so; yes, sir.

Q. You don't know of your own knowledge any case where the carpenters in New York City have struck against your material, do you? A. Nothing to my own knowledge.

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Q. And you don't know of your own knowledge any case where they have called out other trades to strike against your material? A. Not of my own knowledge; no, sir.

Q. Have you changed your salesmen in and about New York City within the last two years? A. No, sir.

That is all.

5224 C. S. Curtis, for Complainants—Cross.

Further Cross-Examination by Mr. Mayer—

Q. You do a business of a million and a half dollars a year? A. Yes, sir.

Q. And that is in Wausau, Wisconsin, and also in Iowa? A. No, sir.

Q. Your places of business are—your mills are in Wausau? A. Yes, sir.

Q. And your home office is in Iowa? A. Yes, sir.

Q. Your employees then as far as mill work are
5225 concerned, as far as carpenters and woodworkers are concerned, is in the State of Wisconsin? A. Yes, sir; entirely.

Q. And you hire whom you please, do you not, Mr. Curtis? A. Yes, sir.

Q. And you carry on your business at Wausau as you choose, do you not? A. Yes, sir; to quite an extent.

Q. That is to say, you determine your policy, that is to say, your concern determines its policy, how it shall act and what it shall do? A. Of course have to be governed largely by our board of directors.

5226 Q. I don't mean when I say you, I mean your corporation, your company acts as it chooses in the conduct of its business as it finds conditions in its factory, is that true? A. Yes, sir.

Q. As it finds conditions in and about Wisconsin, is that so? A. Yes, sir.

Q. And you know as a fact, do you not, that the woodworking concerns in New York do business as they find conditions to be in and about the City of New York? A. I don't know anything about it of my own knowledge.

Q. Not of your own knowledge? A. I have testified to that.

5227

Q. You complain that you cannot sell your material in New York, or rather, I withdraw that—you complain generally, you have answered generally to a question that the combination alleged in the complaint has deterred your concern from seeking business in New York City, is that right? A. Yes, sir.

Q. Not of your own knowledge, you have no knowledge of the conditions as they exist in the City of New York from the woodworking manufacturers standpoint, that is, of your own knowledge? A. I have very little personal knowledge of

5228

it from actual observation; I have very little knowledge based upon actual observation; my knowledge is information through my travelling men.

Q. Through travelling men whom you employ? A. Yes, sir.

Q. And that is what you based your answer to the questions which Mr. Merritt asked you with reference to this combination, is that so, Mr. Curtis? A. Yes, sir, and the fact that we have had our travelling men in New York repeatedly, and was unable to secure business, and was told——

5229

Q. I didn't ask you what they were told, I asked you what it was based on, not what other people told you? A. I am telling you that our travelling salesman visited New York, and visited the trade there, and was told that they could not give him any business on account of our shop being a non-union shop.

Mr. Mayer: I move to strike out the answer as not responsive to the question.

Mr. Maloney: I join in the motion.

5230 C. S. Curtis, for Complainants—Cross.

Q. In general, Mr. Curtis, what your concern seeks is to do business as you choose in the City of New York under conditions as you want to have them? A. In general we want to sell some goods in New York City.

Q. You want to sell some goods in New York City, but you are deterred from selling them under conditions that you would like to sell them under, isn't that so? A. I don't know now we could sell them.

5231 *Further Cross-Examination by Mr. Maloney—*

Q. Do you employ union men in your factory at all? A. I don't know whether they are union men or not.

Q. Have you any reason to believe that some of them are union men? A. I know some of them have been union men, whether they are now or not I do not know.

Q. When did you know that they were? A. I have heard them say that they have belonged to the union.

Q. Within the past year? A. No, sir; I have not
5232 conversed with them about it the last year that I know of.

Q. You never discharged men because they were union men? A. No, sir.

Q. Have you in your employ men who told you at one time that they were union men? A. Yes, sir.

Q. They are still there? A. Yes, sir; some of them.

Q. You are not opposed to unions, are you? A. I don't know very much about them, only what I

5233

have heard about them in New York and San Francisco.

Q. Are you opposed to them, and prejudiced against them?

Mr. Merritt: Objected to as not part of the cross-examination.

A. You ask me now what I think?

Q. Yes, sir; whether you personally are prejudiced against them? A. I never felt that I cared to unionize my shop.

5234

Q. Can you give me a more direct answer? A. I think some of their policies are unfair.

Q. Can you give me a direct answer as to whether you personally are opposed to them or prejudiced against them, as a matter of principle? A. I never have had direct talk with them enough to form an opinion on that subject.

Q. One way or the other? A. Except as I have stated here in New York.

Q. If you thought you had a large number of men in your employ who were members of an organization which was damaging you, and which would damage you further in the future, would you retain them in your employ? A. I naturally would not care to have men in our employ that I felt were not working for our interest.

5235

Q. And you have not discharged any men within the past year because they belonged to union carpenters? A. No, sir.

Q. And you still maintain, do you, that the carpenters' union is, has already damaged you, and that they will continue to damage you unless you obtain the relief you pray for in this bill? A. I do, in the City of New York and vicinity.

5236 C. S. Curtis, for Complainants—Cross.

Q. Do you know anything about whether metal doors and metal windows and metal trim is used in the City of New York? A. Yes, sir; I know it is, to some extent in large buildings.

Q. Don't you think this is used to a very large extent under the building laws? A. In the large buildings, I don't think it is in the smaller buildings.

Q. Do you know anything about the building conditions in New York? A. I think I know a little something about it.

5237 Q. Don't you know a large proportion of the building trade there is in very large buildings? A. I don't think a large proportion of the stock goods which we are largely selling or trying to sell there, is used in the large buildings.

Q. Don't you know that where metal is used in the large buildings it has displaced the use of stock trim? A. Not stock doors or windows; no, sir.

Q. Was stock trim and doors used in large buildings before? A. No, sir.

Q. It cannot be possible that you are familiar with the conditions there—— A. Stock goods are

5238 not used and never have been used in that class of buildings to any great extent, it is special work.

Q. Do I understand you to say that stock trim has not been used heretofore in large buildings in New York, stock wooden trim and doors? A. We were talking about sash and doors.

Q. Sash is trim, isn't it? A. No, sir.

Q. These are sash? These are sash or windows, those are not stock sizes, and the windows used in these large buildings are not considered stock sizes.

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Q. You mean to say that in the past no stock sash and no stock doors have been used in the construction of large buildings in the City of New York? A. Practically none.

Q. You mean to testify to that as an expert familiar with the conditions there? A. Yes, sir; what sash and door men call stock terms.

Q. That is certain sizes? A. Listed sizes.

Q. This knowledge that you claimed to have on that subject is one of the considerations which has affected you in claiming that you have lost this business in New York, is that right? A. I do not 5240 think that is the fact.

Q. I don't think you follow me, you must necessarily have based your opinion that you have either lost business, or that you have been barred from doing business in this stock trim, by reason of the fact that your knowledge is that the stock trim has never been used in large buildings, consequently there would be no change in the conditions by the use of metal trim or metal sash and doors? A. No, sir; I didn't say that.

Q. Isn't it a fact, that in reaching the conclusion that you have, that you have been barred from doing this business that you say, that there has 5241 been no change in the conditions there by the use of metal doors and sash in large buildings? A. No, sir; I don't think that naturally follows, there has been some change not only in New York, but in other cities.

Q. I am speaking about the construction of large buildings? A. There has been some change in that respect, but no considerable portion of stock goods, because there never was any large proportion of stock goods used in that class of business.

5242 Q. Do you mean to say that there was not any or no considerable portion? A. No considerable portion of stock goods used in that class of buildings.

Q. It was with that idea that there was no considerable portion of stock goods used in the construction of large buildings, that you say you have been barred from doing business in New York because of these labor conditions, is that right, alone, these labor conditions alone, is that right? A. That is my idea as to the use of stock

5243 doors.

Q. Would it change your opinion that you have been barred from obtaining this business in New York, if you knew that there had been a change in the use of wood to metal in large buildings in stock goods? A. Not to any considerable extent, no, sir.

Q. It would not change your opinion? A. Not to any considerable extent, I believe, that it does not maintain to any considerable percentage of the entire business.

Q. Do you know that labor conditions are necessarily different in a large city like New York from

5244 what they would be and are in smaller communities like Oshkosh and Wausau?

Mr. Merritt: Objected to as not cross-examination.

A. I never investigated it thoroughly, but I presume likely they may be.

Q. That the wages would be higher where the cost of living was higher? A. Very likely that would naturally follow.

Q. Did you ever make any effort to join with

these others manufacturers in New York, manufacturers of sash and doors, in agreements with the union men there, to work under their conditions? A. No, sir; never was asked to.

Q. Under the conditions which exist in New York? A. No; I never was asked to.

Mr. Mayer—

Q. Have you any distinctive mark on your trim when it comes into New York? A. Yes, sir; we have our order numbers on them.

Q. To an ordinary observer would that evidence of where it came from? A. It probably would to a person that was thoroughly familiar with the different goods from the different mills.

Q. You would have to be an expert and know generally the output of the various mills throughout the country in order to determine where it came from? A. I believe I could do it.

Q. To a man otherwise than an expert like yourself it would not be possible to tell, would it? A. You would have to make some little study of it.

Mr. Maloney—

Q. When did you learn that these men in New York, who are defendants here, were engaged as you believe in a conspiracy to injure your business? A. Since we began to make an effort to get some of the business, within the last three years.

Q. And was that a sort of an effort on the part of yourself and other corporations, members of some association? A. No, sir.

Q. How did you come to act together with these other complainants?

5248 C. S. Curtis, for Complainants—Cross.

Mr. Merritt: Objected to as not cross-examination.

A. By talking over the conditions there and agreeing to join them in an injunction suit.

Q. Was that at meetings of the members of the Northwestern Association? A. No, sir.

Q. At other meetings? A. No, sir, it was, I think, Mr. Paine, and I had a talk over the telephone regarding it.

Q. Was it he that suggested that there was evi-
5249 dence of such a conspiracy? A. I rather think that he first suggested doing something.

Q. Did you receive any circulars or letters, or did you have personal interviews with representatives of the American Anti-Boycott Association suggesting that there was evidence of such an alleged conspiracy? A. No, sir.

Q. When you conferred with Mr. Paine, did he give you in substance the evidence which is set forth in this injunction?

Mr. Merritt. Same objection, not part of the cross-examination, and further it is incompe-
5250 tent, immaterial and irrelevant.

A. I think he told me that, something of the condition existing in New York City.

Q. Of the agreements betweeen the Master Carpenters' Association and the Manufacturing Woodworkers Association and the union men? A. Yes, sir; I think so.

Q. You learned that from Mr. Paine? A. I think I learned that, he told me regarding that, which I also knew by our correspondence and talk with our travelling men.

That is all.

C. S. Curtis, for Complainants—Direct. 5251

Further Direct-Examination by Mr. Merritt—

Q. The matter of bringing this suit was never discussed at the meeting of any association at which you were present, was it? A. No, sir.

Q. And these various associations in your same line of business have no connection with it whatsoever have they? A. No, sir.

Q. And have never advised concerning it, have they? A. No, sir.

Q. And they have never directly contributed any money to it? A. No, sir; not that I know of. 5252

Q. Nor contributed any indirectly as an association? A. No, sir.

Q. And so far as you know none of their members have contributed anything except as they may have contributed through the Anti-Boycott Association? A. That is all.

Q. And they have no control over the suit or power to fix its course in any way? A. No, sir.

Mr. Mayer: Who do you mean by them?
Mr. Merritt. These associations.

Q. And, as I understand it, except for such connection as the Anti-Boycott Association may have 5253 with this suit, the plaintiffs in this suit are pursuing their remedy absolutely independently? A. Yes, sir.

Q. You are engaged in active competition with the other plaintiffs, are you not? A. Yes, sir.

Q. When you sell merchandise in the east, do you observe or pay any attention to any so-called price list of the Eastern Sash & Door Association? A. We sometimes, where the customer prefers to use the Eastern list, we base our discount on that list instead of the Western list.

5254 C. S. Curtis, for Complainants—Cross.

Q. You are in no way a party to that association? A. No, sir.

Q. And not controlled in any way morally or legally by any action it may have taken concerning prices?

Mr. Mayer. Objected to.

A. No, sir.

That is all.

5255 *Further Cross-Examination by Mr. Maloney—*

Q. If you could, Mr. Curtis, increase your business in New York, and make proportionately large profit on the same business done, by subscribing to the union conditions there, as outlined in these agreements which are annexed to the bill of complaint, would you have any moral objection to doing that business in that way?

Mr. Merritt: Objected to as purely hypothetical, and as incompetent, irrelevant and immaterial, the witness cannot testify what he would do under a given situation that does not exist.

5256

A. I would object to belonging to any organization which I believed to be illegal.

Q. That is not the question I have asked you; I have asked you if your business in New York could be increased, and on the increased business you made proportionately the same profit you did in the past, would you have any moral objection to subscribing to those conditions and these agreements referred to that produced that result? A. Yes, sir; I would, because I think it is illegal.

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Q. When did you first think it was illegal, after you had been advised by lawyers? A. No, sir.

Q. You made up your own mind about it? A. Yes, sir.

Q. After conference with Mr. Paine? A. No, sir; in a general way I have thought that all combinations were illegal.

Q. Do you think it is illegal to agree to employ union men?

Mr. Merritt: Objected to this line of examination, he is not a lawyer, you are asking him whether he thinks it is illegal, it is simply a question for an attorney, I think the question is improper. 5258

A. I think that I can answer that question. I don't think it is illegal to employ anybody.

Q. Then you don't think it is illegal to employ union men? A. No, sir.

Q. Do you think it is illegal for an employer to agree with union men that they shall not be required to work upon non-union material or under non-union conditions?

Mr. Merritt: Objected to the question. 5259

A. I think it is illegal for them to conspire against my goods because they are not union goods.

Q. That is a different question from the one I asked you?

Mr. Merritt: I object to your asking, putting this witness through a course of sprouts as to what is illegal or not.

5260 Q. I asked you if you believe it is illegal for an employer to agree with union men that he will not require men in his employ to work under non-union conditions or upon non-union material? A. I don't think I am competent to say whether it is illegal or not in the sense of the law.

Q. That is all.

Further Cross-Examination by Mr. Beattie—

Q. Is the Northwestern Association connected or affiliated with the Eastern Association and the
5261 Veneered Door Association?

Mr. Merritt: Objected to as not cross-examination, and as incompetent, irrelevant and immaterial, and further as misleading, because there is no evidence whatsoever that there is any connection whatsoever.

A. I don't think it has any connection whatever.

Q. When you said you gave prices or a discount to a customer in the east according to the rates fixed by the Eastern Association, don't you con-
5262 sider that as a member of the Northwestern Association you are obliged to give that discouunt if the customer asks it? A. No, sir, there is no association that I know of that undertakes to fix the discouunt.

Mr. Merritt: I object further that there is no evidence whatsoever that the Northwestern Association has even recommended any prices.

Q. You make a distinction recommending and fixing prices?

C. S. Curtis, for Complainants—Cross. 5263

Mr. Merritt: Your questions are based on an untruthful premise.

Q. Do you make a distinction between recommending and fixing in the prices covering the territory in and about New York

Mr. Merritt: Objected to as not cross-examination.

A. No association that I belong to has even made a recommendation, but I would consider a vast difference between recommending and fix- 5264
ing prices.

Q. Did you read this Defenndants' Exhibit A known as Circular No. 40, which says it covers the territory for all of the State of New York, New Jersey, and all that portion of the State of Pennsylvania east of the counties of Potter, Clinton, Center, Huntington and Fulton, issued by this Eastern Association, you have seen that? A. I just saw it across the table, I heard it read.

Q. Aren't most of your sales within that territory based on the prices that are fixed in these circulars and your discount the same? A. No, sir, they never have, that never has had any influ- 5265
ence on our prices.

Q. But you said your customers sometimes require those prices and discounts, don't they? A. No, sir; I said they sometimes require that we make discounts based upon the Eastern list.

Q. This Eastern Association gross list is known generally to the trade in that territory? A. It has been an old list and as I believe has not been changed for years, the only change is made in the discount, the question is whether they give 70 or 80 off or what the discount may be.

5266 C. S. Curtis, for Complainants—Cross

Mr. Merritt: I don't think Exhibit A is the gross list.

A. As I understand that circular——

Q. I don't want your idea just now. How many of your customers have you sold to within the past year within that territory at prices and discounts based on this list of the Eastern Association? A. Never sold anybody on discounts based on those prices.

Q. How about selling them at times based on
5267 those prices? A. Never have sold anybody based on those prices.

Q. At the same prices? A. No, sir.

Q. Do you sell below or above them? A. I never knew anything to be sold above its prices.

Q. Do you want to correct your evidence that customers require Eastern discounts at times? A. You are confounding discounts with the gross list.

Q. That is the Northwestern Association list? A. Yes, sir.

Q. And it recommends certain prires for the different articles stated in its lists? A. Certain list prices subject to whatever discount the party may
5268 see fit to make.

Q. They recommend also the discounts?

Mr. Merritt: Not the Northwestern.

Q. Mr. Curtis said they did not? A. I said repeatedly that I belong to no association that recommends a certain discount or net prices.

Mr. Mayer—

But they do issue a gross list? A. Yes, sir.

Q. Do you belong to the Eastern Association? A. No, sir.

C. S. Curtis, for Complainants—Cross. 5269

Q. You don't belong to the Veneered Door Association? A. No, sir.

Q. They issue a list, whether it is recommended or fixed, they issue a list to the trade, the Northwestern Association does, with certain prices for each particular article, doesn't it? A. Certain gross prices.

Q. But you mean it don't state discounts? A. No, sir.

Q. That gross list of the Eastern Association and the gross list of the Western Association differ I suppose in prices? A. Yes, sir. 5270

Q. And while the Northwestern Association does not fix the discounts in its territory, the Eastern Association does fix or recommend discounts in its territory, is that right? A. Not to me, they do not.

Mr. Merritt—

Q. There is no such thing as an association for a territory, they sell throughout the whole United States, isn't that right Mr. Curtis? A. Yes, sir.

Q. That is all.

The notary then suggested that it was getting late, and after brief discussion with 5271 the attorneys it was agreed that the further taking of the depositions be adjourned to tomorrow morning, September 7th, 1911, at ten o'clock A. M. at the same place.

C. S. CURTIS.

Subscribed and sworn to before me this 8th day of December, A. D., 1911.

DAVID C. PINKERTON,
[Notary Seal] Notary Public,
Wisconsin.
My com. expires Aug. 31, 1914.

5272 J. E. Morgan, for Complainants—Direct.

September 7, 1911, at ten o'clock A. M. the taking of the depositions was resumed, Mr. Walter G. Merritt appearing for the complainants and Messrs. Beattie, Maloney and Mayer appearing for the respective defendants the same as yesterday.

J. E. Morgan, a witness called on behalf of the complainants herein and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn
5273 to tell the whole truth, and being carefully examined, deposes and says as follows:

Direct examination by Mr. Merritt—

Q. Your full name, Mr. Morgan? A. J. E. Morgan.

Q. Your age? A. 43.

Q. You live in Oshkosh? A. Yes, sir.

Q. You are connected with the Morgan Company? A. Yes, sir.

Q. In what capacity? A. President.

Q. How long have you been president? A. Since the company was incorporated in 1904.

5274 Q. The exact title of that company is Morgan Company? A. Morgan Company.

Q. One of the complainants in this action? A. Yes, sir.

Q. Do the general nature of your duties extend to the selling of your merchandise? A. They do.

Q. That is, you have general control of it? A. Yes, sir.

Q. And you have general control and supervision over the employment of your men? A. Yes, sir.

Mr. Mayer—

Q. And women? A. The employment of all.

Q. The employment of all people in your factory? A. The employment of all people in our factory.

Q. And you are familiar with the conditions which surround the sale of your product and the employment of your employees? A. I am.

Q. In what State is your corporation organized? A. Wisconsin.

Q. And was organized there in 1904? A. Yes, sir. 5276

Q. And what is the business in which it is engaged? A. The manufacture and sale of mill work.

Q. What do you mean by mill work? A. Doors, windows, blinds and interior trim.

Q. You say windows? A. Yes, sir.

Q. You make two sash windows? A. I said windows.

Q. That means window frames? A. The window is composed of two sash.

Q. You mean two sash? A. Two sash.

Q. How long has this business been in existence? A. Since 1888. 5277

Q. Approximately how much is there invested in the corporation in this business? A. More than a million dollars.

Q. Approximately how many people do you employ in Oshkosh? A. Between 600 and 700.

Q. Have you factories in any other State than the State of Wisconsin? A. No.

Q. Approximately how many of your employees are woodworkers or carpenters? A. Outside of

5278 J. E. Morgan, for Complainants—Direct.

the lumber handlers they are all engaged in the manufacture and shipping of woodwork.

Q. Do the lumber handlers constitute a large portion of your employees? A. No.

Q. About how many? A. I should say 50 to 60.

Q. You operate what is known as an open shop? A. Yes, sir.

Q. Have you ever refused to employ any person because he or she was a member of any labor organization? A. No.

Q. Do you in any way discriminate against
5279 members of any labor organization? A. No.

Q. Were you ever visited by any people who represented themselves to come from the Carpenters' Union? A. Yes, sir.

Mr. Beattie: Objected to as immaterial, irrelevant and incompetent, and as not identifying the people.

Q. When was that? A. In January of this year.

Q. Do you remember the exact day? A. The very last of the month I believe it was.

Q. Where did this meeting take place? A. At our office.

5280 Q. Did you or your company seek it? A. No.

Q. Who was present? A. Myself and three men who gave me their names as C. Hoeppner, F. Bunke, and A. Ranke.

Q. Was there any one else present besides you four? A. No.

Q. And the interview took place in your office? A. Yes, sir.

Q. Tell us what was said?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and hearsay.

J. E. Morgan, for Complainants—Direct. 5281

Q. Begin, first tell us how these men introduced themselves?

Mr. Beattie: Same objection.
Mr. Murray: Same objection.
Mr. Maloney: And it is not in any way binding upon these defendants.

A. They introduced themselves as a committee from the union, and discussed at length the subject of union shops, and gradually got up to the point of whether, asking whether or not we would unionize our shop or factory. They pointed out 5282
the fact that if we did unionize our shop that we would be in a position to market our goods in New York, that we were now barred from that market, and that we might expect in the near future to be barred from other markets, they specifically named the cities of Philadelphia and Boston.

Q. Did they state in what way you might expect to be barred from the other markets?

Mr. Beattie: Same objection.
Mr. Mayer: Same objection.
Mr. Maloney: Also as leading, not calling 5283
for the conversation as it was.

A. We would be barred from other markets under the same conditions which were existing in New York, namely, that the union men would refuse to put up our goods because of their not being union made.

Q. How much business were you doing then in Philadelphia at that time? A. We did an annual business in Philadelphia of about a hundred thousand dollars.

5284 J. E. Morgan, for Complainants—Direct.

Q. How much in Boston?

Mr. Beattie: Objected to as immaterial.

A. About $35,000.

Q. Did you reply to these men, did you accede to their request, or state whether you would or not accede to it? A. I stated that we would not.

Q. That is all you recall of the conversation now? A. Those were the principal points of the conversation.

Q. And were those statements made to you in
5285 the manner of inducement to unionize your factory?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

Mr. Mayer: Also calling for a conclusion.

A. Yes, sir.

Q. In round unmbers how much of your merchandise do you sell each year? A. A million and a quarter.

Q. How much of that is to customers outside of the State of Wisconsin? A. Fully eighty per cent.

Q. How are your sales made? A. Through salaried salesmen and sales offices and from the
5286 home office in Oshkosh.

Q. Are all sales made subject to approval and acceptance at the home office in Oshkosh? A. Yes, sir.

Q. Through what means do you sell your product in the vicinity of New York? A. Through the New York office.

Q. Where is that office? A. 55 John St.

Q. Who is in charge? A. Charles W. Abele.

Q. What territory does that office cover? A.

J. E. Morgan, for Complainants—Cross 5287

The towns in New Jersey tributary to New York, New York State, and the territory north of New York State.

Q. Does it include New England? A. Yes, sir.

Q. All of New England? A. Yes, sir.

Q. And all of New York State? A. Yes, sir.

Q. Can you give me the amount of your sales in New York and vicinity in 1910 approximately?

Mr. Maloney: By that do you mean New York office?

Mr. Merritt: I will find out.

5288

A. I would like to ask what you mean by New York and vicinity?

Q. I will ask you if you can give it with just the immediate cities around New York, or whether you have got to give it in a lump of the entire sales made through that office? A. No, I can give you the information in reference to the sales in New York City.

Q. That would be in the City of Greater New York only? A. Yes, sir.

Q. Give us those figures, give us the years 1908, 1909 and 1910? A. There are $47,000 in 1908; $95,000 in 1909; $89,000 in 1910; and $21,000 up to August 1st of this year, 1911. 5289

Q. That includes only the City of Greater New York? A. Yes, sir.

Q. And does not include anything in New Jersey? A. No.

Mr. Maloney—

Q. When you say Greater New York, what do you mean, include Brooklyn? A. Yes, sir; these figures take in New York City, and include Brooklyn.

5290 J. E. Morgan, for Complainants—Direct.

Q. That is in the City of New York? A. Yes, sir.

Mr. Beattie—

Q. Include Bronx, Richmond and Queens? A. Nothing on Long Island except Brooklyn.

Mr. Merritt—

Q. Can you tell me what the sales were to customers on the Island of Manhattan during those
5291 same years? A. I can give it to you very closely.

Q. I will put it to you in a different way, have you in times past sold to a customer by the name of Van Nest Woodworking Company? A. Yes, sir.

Q. Can you give me the amount of your sales to that customer in 1908 approximately? A. About $13,000.

Q. 1909? A. $15,000.

Q. 1910? A. $33,000.

Q. 1911? A. $112.

Q. Can you tell me when you secured the last order from this Van Nest Woodworking Company
5292 in 1910?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and in no way connected with the issues.

Mr. Maloney: You ask about the Island of Manhattan and this company is in the Bronx.

Q. I asked you whether you sold them on the Island of Manhattan, and Mr. Maloney says they are not on the Island of Manhattan, they are in

the Bronx, do you know whether this customer is on the Island of Manhattan or in the Borough of the Bronx? A. They are in the Borough of the Bronx.

Q. State if you remember the date of the last order received from this Van Nest Woodworking Company in 1910? A. I don't remember the exact date.

Q. I will show you what purports to be a copy of a letter addressed to your company by the Van Nest Woodworking Company, and ask you if you ever received through the mails in the ordinary 5294
course of business, a letter of which that is a copy? A. Yes, sir.

Mr. Merritt: I will offer that letter in evidence and ask that it be marked Plaintiffs' Exhibit 1.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and hearsay.

Mr. Mayer: I join in that objection.

Q. I will show you what purports to be a copy of an agreement between the Van Nest Woodworking Company and the United Brotherhood of Carpenters, etc., and the Joint District Council of 5295
New York, and ask you whether that is a copy of the paper which was received by you as an enclosure with Plaintiffs' Exhibit 1?

Mr. Beattie: Same objection.

Mr. Mayer: I join in the objection.

A. It apparently is.

Mr. Merritt: I offer that in evidence and ask that it be marked Plaintiffs' Exhibit 1a.

Mr. Beattie: Objected to as incompetent,

5296 J. E. Morgan, for Complainants—Direct.

irrelevant and immaterial and not the best evidence.

Mr. Maloney: Same objection and hearsay.

Mr. Mayer: Same objection.

Q. I will ask you, Mr. Morgan, if you can tell me whether you received any more orders from this concern in 1910 after you received that letter?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

5297 Mr. Mayer: Objected to on the same ground.

A. My recollection is that we received some few small orders from them, nothing of any amount.

Q. You couldn't say the exact situation? A. Not the exact number of orders.

Q. I will ask you whether you received that letter on or about the date which it bears? A. We did.

Q. That is, within several days afterwards? A. Yes, sir.

Q. Mr. Morgan, you had a customer by the name
5298 of Bronx Sash & Door Company, or something of that kind, didn't you? A. Yes, sir.

Q. What is the name of that customer? A. Bronx Sash & Door Company.

Q. Are they in the Bronx? A. Yes, sir.

Q. And have you sold them for a number of years past? A. We have.

Q. What did you sell them in 1908 in amount?

Mr. Mayer: Objected to as incompetent, irrelevant and immaterial and in no way connected with the issues.

Mr. Maloney: Same objection.

A. About $1,100.00 worth.

Q. 1909? A. About the same amount.

Q. 1910? A. About $1,500.00.

Q. 1911? A. We have not sold them this year.

Q. Can you give me the date of the last order in 1910? A. I could not.

Q. You couldn't say whether you sold them in November or December, 1910? A. Our last shipment to them was in November, 1910.

Q. The orders would have been prior to that? A. Some time.

Q. Did you have a customer by the name of H. 5300
Herman? A. Yes, sir.

Q. Where are they located? A. H. Herman Lumber Company, New York City.

Mr. Beattie—

Q. What part? A. I can't give you the street address.

Q. What did you sell them in 1909? A. About $1,000.

Q. 1909? A. About $5,000.

Q. What does the $1,000 apply to? A. 1908 we sold them $1,000.

Q. What did you sell them in 1910? A. We 5301
have not sold them since 1909.

Q. Can you tell me in the past whether you have ever made larger sales on the Island of Manhattan?

Mr. Mayer: Objected to as incompetent, irrelevant and immaterial.

A. I think our largest busines was during the year 1910.

Q. On the Island of Manhattan? A. On the Island of Manhattan, taking in the Bronx.

5302 J. E. Morgan, for Complainants—Direct.

Q. Do you sell Albro J. Newton Company of Brooklyn? A. We have.

Q. Are they customers of yours? A. Yes, sir.

Q. Hardy, Voorhees & Company? A. Yes, sir.

Q. J. J. Loomis & Company? A. Yes, sir.

Q. Have you found any distinction in your ability to sell 1⅜ and 1¾ sash?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

Mr. Mayer: Same objection.

5303 A. Yes, sir.

Q. What has been the difference? A. We have always sold a good many inch and ⅜ cash to the New York market; sold practically no inch and ¾ sash.

Q. Referring to the business of the Van Nest Woodworking Company, H. Herman Lumber Company and the Bronx Sash & Door Company, I will ask you what percentage in round numbers of that business was in doors or what percentage in sash, either way you can give it? A. Fully 90 per cent. in doors and 10 per cent. in sash, in dollars and cents.

5304 Q. Have you made any special efforts to secure business in New York City?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and calling for a conclusion and opinion of the witness.

A. We have.

Q. What are the nature of those efforts?

Mr. Mayer: Object further on the ground

5205

there is no evidence that he personally knows anything about the matter.

A. Soliciting business from dealers through our salesmen.

Q. Have you employed any salesman there for any particular work? A. We have employed a salesman for the express purpose of soliciting from some of the larger contractors, work in the line of rows of houses and apartments.

Mr. Beattie: I move to strike out the answer on the ground that it is not a matter that is at issue and is objectionable.

5206

Q. Do you still employ that man? A. No.

Q. Why not?

Mr. Mayer: Objected to on the ground it is incompetent, irrelevant and immaterial and not proper proof.

A. It was impossible for him to get the business that he was soliciting on account of our goods not being union made.

Mr. Beattie: I ask that that answer be stricken out as incompetent, irrelevant and immaterial, and shown not to be in the knowledge of the witness.

5207

Mr. Mayer: And being purely hearsay.

Q. What class of people, as a rule, do you sell your merchandise to in New York? A. Dealers principally.

Q. What class of people do they sell to? A. They sell to contractors and consumers.

5308 J. E. Morgan, for Complainants—Cross

Q. That is all.

Mr. Maloney: I move to strike out that part of the witness's evidence which refers to efforts for soliciting business as incompetent, irrelevant and immaterial and as in no way binding upon the defendants, and also that part of his evidence which purports to show what he was told by his salesmen, as hearsay, incompetent and in no way binding upon these defendants.

5309 Mr. Mayer: I join in that motion.

Cross-examination by Mr. Beattie—

Q. Is the Morgan Company a member, Mr. Morgan, of the Door Sash & Blind Manufacturers' Association of the Northwest?

Mr. Merritt: Objected to as not cross-examination, and further on the ground that it is incompetent, irrelevant and immaterial. There is absolutely nothing in the issues in any way relating to the Northwestern Sash & Door Association, and I want to give notice further that any attempt to go into any

5310 special defense or new matter in the answer with these witnesses we are only permitting on the condition that I have a right to rebut after all the evidence of the defendants is closed.

A. Yes, sir.

Q. Is the Morgan Company also a member of the Eastern Door, Sash & Blind Manufacturers' Association? A. Yes, sir.

Q. Is the Morgan Company also a member of the Veneered Door Association? A. Yes, sir.

J. E. Morgan, for Complainants—Cross 5311

Q. Do you attend the meetings of these different associations? A. Not the eastern associations; I do of the western association.

Q. Is your corporation represented at the meetings of the Eastern and Veneered Door Associations? A. Our New York man occasionally attends those meetings.

Mr. Merritt: My objection stands to all this line of examination without repeating it.

Q. Do you claim, Mr. Morgan, that you have any personal knowledge of the industrial conditions of New York trade in New York City, and 5312
especially in the Borough of Manhattan? A. In a general way.

Q. Have you acquired any such knowledge personally or from your salesmen or letters of customers? A. Through our salesmen and some talk with customers.

Q. Have you been there personally lately? A. I was there in April.

Q. This April? A. Yes, sir.

Q. Did you see any people in connection with this industry as to the conditions of that trade? A. Yes, sir, I saw the Van Nest Woodworking Company. 5313

Q. That is in the Bronx? A. That is in the Bronx.

Q. Did you see anybody in the Island of Manhattan? A. No.

Q. Do you know anything personally of the relations between the different contracting defendants and the Brotherhood of Carpenters or of their agreements?

Mr. Merritt: You mean of his own personal knowledge?

5214 J. E. Morgan, for Complainants—Cross

Q. That is what I said. A. Do you mean to ask by your question whether I personally have come in direct contact with these conditions or

———

A. Yes, sir; if you have, well, can you answer it as it stands? A. I don't think the question is quite clear.

Q. It is not quite clear? A. No, sir.

Q. You claim that your business is injured because of relations between certain contractors in the City of New York and the Brotherhood of Car-
5215 penters, don't you? A. Yes, sir.

Q. Have you any knowledge of that subject yourself, your own personal knowledge? A. Yes, sir.

Q. Where did you get it and what is it? A. Van Nest Woodworking Company.

Q. Is that the source of your knowledge as to those matters? A. Yes, sir.

Q. Is that the only source of your knowledge as to those matters? A. Directly.

Q. Then you have no source of knowledge in connection with the conditions between the contractors and the Brotherhood of Carpenters on
5216 the Island of Manhattan? A. Only indirectly.

Q. Well, does that indirect—in connection with that indirect knowledge did you learn that between the different dates which you have given here, in stating the amount of your business; that is, during the years 1908, 1909 and 1910, that the contracts between the contractors of Manhattan and the Brotherhood of Carpenters were then in full force and effect during those years? A. No, I don't know as I did.

Q. If—assume that these different trade agree-

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ments and the arbitration agreement was in effect in 1908 and 1909, how do you account for the large increase of your business from $47,000 to $95,000 in the City of New York between those years? A. Our goods were not being discriminated against up to within the last year.

Q. Did you also learn that this arbitration agreement was not in effect during the last year? A. Was not in effect.

Q. Yes, sir? A. No.

Q. You didn't know that the arbitration plan or agreement—— A. Pardon me, yes——

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Q. You knew it was out of effect during the last year during which you claim your business has gone down?

Mr. Merritt: He has already stated that he did not know anything about the labor condition there directly, except what he acquired through this information from the Van Nest Woodworking Company, how could he know, you want his information on the labor condition.

5219

Q. Did you learn that too, also indirectly, that this agreement has not been in effect between the contractors and the labor unions? A. What agreement do you mean?

Q. The arbitration agreement or plan, during this past year during which you say discrimination has been made against your business? A. I am not familiar with the details of the agreements.

Q. You did not learn that in connection with your inquiries as to industrial conditions in Manhattan? A. Ao.

Q. Did you know that this arbitration plan,

5320 J. E. Morgan, for Complainants—Cross

these trade agreements were in full effect in 1910, when you did a business of $89,000 in New York City? A. Only indirectly.

Q. You knew it in that way, don't you know that in the Greater City during the past year there has been great depression in the building trade? A. Yes, sir.

Q. You have nothing to complain of in connection with the extent of your business until the beginning of this year, have you, your own figures showing that in 1910 you did $89,000 of business
5321 and in 1908 $47,000 worth of business in that city? A. We complain of the dropping off of business beginning about the first of September, 1910.

Q. And yet you did about twice the business in 1910 that you did in 1908 in New York City? A. Business in 1910 would cover through the year and orders that are placed ahead perhaps two or three months.

Mr. Maloney: That is true of every year, isn't it? A. More particularly during the last year.

5322 Q. Haven't you noticed that the building operations in the City of New York have largely changed in view of the use of cement and steel in construction? A. Not doing so as regards our line.

Q. Don't you know that metal doors and windows are used now as a rule in the larger buildings in Manhattan? A. Metal doors and windows are used extensively, but in a class of buildings that we have never catered to the business of.

Q. You know that these buildings are of quite recent construction, these large buildings, that is,

J. E. Morgan, for Complainants—Cross 5323

very high buildings in Manhattan, office buildings and hotels particularly, and apartment houses? A. Very few——

Q. Did you know that under the old building, under the old building rules in the city that wooden doors and windows could not be used on buildings over twelve stories high, in effect in the year 1908? A. I didn't know that.

Q. Do you know that now that only metal doors and windows can be used in buildings of over one hundred feet high? A. I understand there is a law to that effect. 5324

Q. Isn't that law an important factor in connection with your trade on the Island of Manhattan? A. I don't consider it so.

Q. Then your business would be largely confined to buildings under one hundred feet high? A. Very large bulk of it would be.

Q. If a hundred or so contractors that are defendants in this action are not engaged in buildings under one hundred feet high, assume that they are not, you would have no cause of complaint in connection with the agreement between them and the Brotherhood of Carpenters in the Island of Manhattan? 5325

Mr. Merritt: Objected to as hypothetical, purely argumentative and not in any way getting after facts.

A. If they were all engaged in building or in erecting buildings which were over one hundred feet high, and that required metal doors and windows, naturally we would not be affected, as far as we are concerned with those particular contractors.

Q. You have charged here, Mr. Morgan, in the complaint that these large contractors that are made defendants, and you know, I assume, that they are the largest builders of Manhattan, don't you? A. So I understand.

Q. You have charged that by their agreement with the Brotherhood of Carpenters they have hurt your business; is there any one of these defendants, defendant contractors, whom you can point out, who makes or builds and building in which doors and windows such as you make are
5127 used in the Island of Manhattan? A. I should say that they all do.

Q. That is, that any of those men build buildings on the Island of Manhattan under one hundred feet high? A. I should say that they do.

Q. Can you point out one that does? A. No.

Q. Why should you say that they all do? A. Because I do not believe that their work is confined entirely to the class of buildings that are one hundred feet or more in height.

Q. Do you know or are you just assuming? A. I am taking that as an assumption.

Q. Have you got any separate figures showing
5228 your business in the Island of Manhattan alone during these years 1908, 1909 and 1910? A. I have not them separated.

Q. How is that? A. I have not them separated to the strictly Island of Manhatan.

Q. You knew that the Island of Manhattan was the important feature of this inquiry, didn't you, when you compiled those figures? A. We took in New York City.

Q. Well, but you don't contend that these contractors belonging to this organization of Man-

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hattan and the Brotherhood of Carpenters are acting in connection with their agreement in the Boroughs of Richmond and the Bronx and the Boroughs of Queens and Brooklyn, of the City of New York, do you?

Mr. Merritt: Objected to as not cross-examination, you are making the witness your own.

A. That I could not say.

Q. Why didn't you bring data showing any change in your business in the Island of Manhattan—doesn't your books separately state the different business that you have done in the Island of Manhattan from the Greater City of New York? A. No. 5330

Q. Your books do not disclose that? A. No.

Q. But that is easily ascertained, isn't it? A. By going through them that information can be obtained.

Mr. Merritt: You are willing to furnish it if they want it? A. Yes, sir.

Q. You have got nothing to complain of in connection with your business in the Greater City of New York until the beginning of this year, have you? A. Yes, sir. 5331

Q. Can you tell about the exact date that you think there was a change? A. There was a change when our business that we were getting from the Van Nest people, who were the largest customers, were taken away from us.

Q. That is in the Borough of the Bronx? A. You said in Greater New York.

5332 J. E. Morgan, for Complainants—Cross

Q. I know I did, but now I am saying that is in the Borough of the Bronx? A. Yes, sir.

Q. Have you got any case of that sort in the Borough of Manhattan? A. Not directly.

Q. Have you got it indirectly? A. Only that we have been unable to secure business on account of dealers being afraid to take non-union made goods.

Q. That is, Mr. Abele tells you that? A. Yes, sir.

Q. Your salesman? A. Yes, sir.

5333 Q. How long has he been in your employ? A. About seventeen years.

Q. How old a man is he now? A. I think about 47 or 48.

Q. Is he the only one you have had in Greater New York or the City of New York? A. We had a salesman by the name of Mr. Mattox.

Q. When did he act for you? A. A year ago.

Q. That is, he was acting for you from 1908 to 1910? A. He was with us I think about a year.

Q. Was he with you during the whole of the year 1910? A. Only a part of the year 1910.

Q. About what part? A. About the first eight
5334 months of the year.

Q. That is, he was one of your salesmen up until September, 1910? A. Yes, sir.

Q. And immediately after you lost him your business began to fall didn't it, you have so testified? A. No, I have not.

Q. You testified your business began to fall in September, 1910—how many bench hands are there employed in your factory, Mr. Morgan? A. I am not quite clear as to your definition of a bench hand.

J. E. Morgan, for Complainants—Cross 5335

Q. I don't know how you classify them there, don't you have what you call a bench hand and machine hand? A. What do you mean by a bench hand?

Q. I don't know what I mean, isn't there such a term used in your factory? A. We have not any men that we call bench hands.

Q. What men are they that you class as carpenters then? A. We class as carpenters men that are working in our carpenter shop.

Q. Is yours a carpenter shop? A. We have a carpenter shop, what we call a carpenter shop, 5336
in connection with the factory.

Q. Do they make the goods that are involved in this action? A. Part of them.

Q. Men in the carpenter shop? A. Part of them.

Q. What wages do the men get that make these goods that you are suing about here—doors, windows, sash? A. They get market wages.

Q. I like to know the figures. A. Well, if you will put your question along certain lines I will be glad to answer it.

Mr. Merritt: I am going to object to all 5337
this class of testimony as not proper cross-examination, and has no bearing at all unless it has a bearing upon new matter set up in the answer, and in permitting the examination to go on along this line, I do it under condition of reserving my right of rebuttal after the defense have closed their case, and this objection shall stand as to all this line.

Q. How many men have you, how many boys,

how many girls and how many women in your factory? Let us have the men. A. About 350 men.

Q. Yes? A. I presume 150 boys.

Q. Range in ages, how many below 16? A. Not any below 16.

Q. Do you mean boys, males under 21, is that it? A. How is that?

Q. You mean by boys males under 21? A. Between 16 and 21.

Q. How many womein? A. About 30.

5339 Q. How many girls, or are they all girls? A. They are mostly girls.

Q. Have you got—does thirty include all girls and women? A. Girls and female help.

Q. How do you classify the 350 men? A. How do you mean?

Q. Are they not classified in your factory? A. Yes, sir.

Q. How do you classify them, how many in one class and how many in another? A. These men are working in a dozen different departments of the factory; they are men that are running machines.

5340 Q. Now you would call those machine men, machine hands? A. Yes, sir.

Q. Do they work on the stuff that is involved in this action? A. Yes, sir.

Q. What do their wages range from? A. From 17½ to 25 cents an hour.

Q. And how many men are in that branch? A. A. I should say there were a couple of hundred at least.

Q. And how many of the 200 get 17½ cents? A. Perhaps half of them.

5341

Q. And how many other of the remaining 140 men work on the goods that is involved in this action? A. Practically all work directly or indirectly.

Q. Then what are the wages of the other 150, how do they range? A. Men that are trimming doors get anywhere from 17½ to 20 cents an hour; men that are employed in the carpenter shop average better than 20 cents.

Q. How much better, what are the wages, and how many are employed in the carpenter shop? A. About fifty.

5342

Q. Fifty? A. Yes, sir.

Q. And their wages run from? A. Anywhere from 18 to 30 cents.

Q. What do the boys get? A. Boys' wages run from 8½ to 16 cents.

Q. And the women and girls? A. Average 10 cents.

Q. What do they run from? A. From 9 to 11 cents.

Q. And the factory works ten hours a day? A. Yes, sir.

Q. How many hours on Saturday? A. We run ten hours and ten minutes on all days except Saturday, and run nine hours on Saturday.

5343

Q. Do you personally know these men that called on you, Hoepner, Bunke and Ranke; do you know who they are yourself? A. I met them when they called on me.

Q. You don't know anything about them otherwise than that they did call on you and represented themselves as connected with the labor unions? A. I am not personally acquainted with them, was not until they called? A. That is all.

5344 J. E. Morgan, for Complainants—Cross

Murther Cross-examination by Mr. Maloney—

Q. Mr. Morgan, I understood you to testify that any of these defendants, or if all of these defendants, as you put it, contractors, were engaged in the construction of buildings over one hundred feet high, and used metal doors and sash instead of wood, that you would not feel aggrieved, or would have no complaint, is that right? A. Against them, if they were engaged permanently on that class of work, did nothing
5345 else, we could not be affected in any way so far as they were concerned, because we do not make metal doors or sash.

Mr. Merritt: I object to that line of testimony as improper and purely argumentative.

Q. The question put to you at that time was in substance that if these men were engaged in the substance that if these men were engaged in the in height, you would have no cause for complaint, and in your answer you inserted, and if they used metal, what did you do that for?

Mr. Merritt: Same objection.

5346

A. Because they might just as well us any line, you mentioned the word metal, which is foreign to our product.

Q. But I understand you and the other complainants to complain that your stock trim does not go into buildings over one hundred feet high? A. I don't think so.

Q. It is in the main correct; you claim in the main it does not go into buildings over one hundred feet high? A. I said that there was not a

5347

large percentage of it, according to the new rule if these buildings over one hundred feet high have got to use metal doors and sash, our trim naturally would not go into that.

Q. If wood was not used in the buildings over one hundred feet high prior to this so-called new law you would not have any complaint without regard to whether they used metal or not, would you? A. We are only affected where our own class of material is used.

Q. You claim to have special knowledge about the building business in New York, don't you, or 5348
expert knowledge? A. I don't think I said——

Q. Do you claim to have knowledge of the building business in New York which qualifies you to testify concerning the conditions that exist there? A. I am familiar with the use of our product in that territory.

Q. Is your product or has your product in the past been confined to use in small buildings, five-story or four-story, tenement houses or private dwellings? A. Largely, large percentage goes in that class of work.

Q. And very small percentage of it in buildings 5349
over 100 feet in height? A. Not a large per cent.

Q. You are qualified to make that statement with regard to all the stock of these two complainants? A. No, I am not.

Q. Do you know anything about their business? A. No, I do not.

Q. How is it you all claim to have a common grievance against these defendants then?

Mr. Merritt: Same objection, and on the further ground that this is not cross-examination.

5350 J. E. Morgan, for Complainants—Cross

A. I do not think the question is quite clear on that.

Q. If you are aggrieved by reason of the conditions which exist concerning your stock how can the other parties be aggrieved if their conditions are entirely different from yours?

Mr. Merritt: Same objection, entirely improper and purely argumentative.

A. Their conditions may be similar to ours and not exactly the same.

5351 Q. If they are similar to yours would you not be familiar with them, would you be competitors with them? A. We are.

Q. Do you mean to say you have no knowledge in a business way of their business and their stock?

Mr. Merritt: Same objection.

Q. Do you wish to correct or qualify or explain the preceding answer that you gave on that point? A. Now, as I understand the question my answer is correct. I am in a general way familiar with my competitors' business, but I am not familiar

5352 as to the details of it, not familiar as to just who the customers are——

Q. I am not asking—— A. Or just what particular style of doors they are making or sort of work.

Q Isn't most of this material which is the subject of complaint here what is known as stock material, made up in quantities for use, and not by special order? A. A considerable part of it is stock, and there is a large part of it is what we call special.

Q. What percentage of it is special orders in your business? A. Fully one-third.

Q. Do you know whether that percentage holds true with the rest of the co-complainants?

Mr. Merritt: Objected to as clearly improper, this witness has already testified he did not know about the business of the complainants.

A. I couldn't say what their percentage it.

Q. You know nothing about their business at all except you know they are competitors? A. Well, that is a peculiar question; in a general way we know something about our competitors' business, but when it comes down to the office details we do not.

Q. Don't you watch your competitors carefully to see what business they get, what business they do, where it is?

Mr. Merritt: I object to this examination on the ground that whatever knowledge that the witness has would be knowledge in the legal sense of the word, but he has only information, which is not the basis of his testimony here, that he cannot have any personal knowledge of his competitors' business.

A. I have no personal knowledge as to the volume of our competitors' business or to whom they are selling their goods.

Q. You have the same knowledge with respect to their business that you have with respect to the alleged acts of these defendants, haven't you; you obtain it from information from customers, salesmen and otherwise? A. Largely.

5356 J. E. Morgan, for Complainants—Cross

Q. From that information do you know anything about what percentage of your competitors' business is special orders, and what is stock, commonly called stock?

Mr. Merritt: Objected to because it is purely improper to ask a witness on the basis of information and hearsay evidence.

Mr. Maloney: That is what you claim, but if that is what you claim why don't you observe it?

5357 Mr. Merritt: And this is not cross-examination.

A. I answer no to that question.

Q. Would you look at the title of this action in which you are plaintiff and pick out from the contract defendants any person with whom you have ever done business before? A. What page is that?

Q. Page 19 of this printed book.

Mr. Merritt: The witness has already testified his business was with dealers and not contractors.

5358

Q. You will find a list of those contractors on page 41, paragraph 19. A. Here is a firm we did business with.

Q. Just name it? A. C. W. Klapper & Son.

Q. When did you do business with them? A. I couldn't give you the date offhand.

Q. Was it within the past three years? A. I couldn't say that, I don't remember.

Q. Did you look for that in your books when you came to prepare to give this information in

answer to complainants' counsel about the business done in Manhattan and the Bronx? A. I did not.

Q. Do you find any other? A. We have done business with F. T. Nesbit & Company.

Q. When did you do business with them? A. I couldn't give you the date.

Q. Within the past three years? A. That I couldn't say without looking it up.

Q. Did you make a search to ascertain business done with them when you got that information that was used by your counsel on this examination? 5360 A. I did not; our business, as I have said, is largely with the dealers.

Q. You find no other person there in that paragraph with whom you have ever done business, that runs over to page 45, it runs to folio 130 on page 44? A. Patrick Galligher.

Q. Where is that one? A. Folio 129, on page 43.

Q. When did you do business with him? A. I couldn't give you the date.

Q. Was it within the past three years? A I could not say without looking it up.

Q. You made no search in that case either, did 5361 you? A. For the——

Q. For the amount of business done or the time? A. No.

Q. Do you know that there are a great many other contractors or so-called master carpenters in New York, don't you? A. Our business is largely with the dealers, not with the contractors.

Q. You testified that you did business with the contractors and said—— A. Tried to on some of the larger operations but were unsuccessful.

5362 J. E. Morgan, for Complainants—Cross

Q. Your complaint here is that you have never been able to do business with contractors, but that you are now seeking to do business with contractors? A. No.

Q. You have done business with contractors in the past? A. We have done business with contractors in the past.

Q. And you know that there are other contractors than those referred to in this paragraph of defendants? A. I should presume so.

5363 Q. Is your complaint against these men who are defendant contractors in this case that they are not giving you their business? A. Yes, sir.

Q. It is not that you had business with them other than those there whose names you have mentioned?

Mr. Merritt: Objected to as not calling for facts but simply argumentative, and asking what the witness complains of.

A. I think the complaint is clearly set forth that we cannot get business that we would like to get because the dealers and contractors are afraid

5364 to buy non-union made goods for fear of strikes.

Q. There are no dealers who have made such complaints to you and who have taken such action with these union carpenters? A. Yes, sir.

Q. Who are parties to this suit? A. Van Nest Woodworking Company.

Q. Are they made defendants in this case? A. Are they?

Mr. Merritt: I don't know.

Q. These dealers with whom you do business or

J. E. Morgan, for Complainants—Cross 5365

have done business and who have refused to do business with you because of the laboring men's agreement with them or so-called threats to them, are not made parties to this suit, so far as you know? A. So far as I know——

Q. And your sole complaint then is against these master carpenters, part of the master carpenters of New York who have this agreement with these union men?

Mr. Merritt: Objected to on the same ground, that it is not calling for facts and is improper examination. 5366

A. Our complaint is against the parties in New York that refuse to handle our goods.

Q. If you have had no business dealings with these master carpenters in the past, how can you complain of any agreement they may have made with their employes? A. I can give you the names of parties that we have had business with.

Q. They don't seem to be made parties to this suit; I am asking other than these? A. We no doubt have had indirect dealings with them through dealers that have been buying our goods. 5367

Q. Do you of your own knowledge or from the information which you appear to have relied upon thus far in this action, know whetherthese contractor defendants are engaged principally in the construction of buildings over one hundred feet high in the City of New York?

Mr. Merritt: Objected to as not cross-examination.

A. I should say not, because I don't believe

5368 there would be enough buildings over one hundred feet in height going up to keep this number of contractors busy.

Q. Is that a mere guess, or is that something that is based on information that you have received?

Mr. Merritt: Objected to as calling clearly for testimony from hearsay information.

A. That would be my opinion formed on what I have seen of the condition in New York.

5369 Q. Has any one of these contractor defendants refused to do business with you, or to handle your goods, because of any agreement that they had with their employes?

Mr. Merritt: Objected to because it does not appear that this witness has any personal knowledge on that subject outside of the letters which he has testified to.

A. I would have to refer an answer to that to our New York salesman.

Q. I call your attention to Section 2, of Article
5370 4, of Exhibit B, attached to the bill of complaint, which is on page 94, within folios 281 and 282 of this printed book, being the record on appeal in this case from the injunction; read it, please, Section 2, read Section 2? A. Yes.

Q. Have you read that? A. I just glanced over it hurriedly.

Q. You notice that agreement which is one that you complain of appears to be limited to the Borough of Manhattan and Borough of the Bronx south of Tremont Avenue over the Bronx to Harlem River, during the life of the agreement?

J. E. Morgan, for Complainants—Cross 5371

Mr. Merritt: Objected to as not proper cross-examination.

A Yes, sir.

Q. Do you know whether this company, firm you received the correspondence from which has been offered in evidence is within that part of the territory described in this Section 2?

Mr. Merritt: Objected to as not part of the cross-examination, and further as purely argumentative, as the witness should not be called upon to construe this agreement, and he has already testified where the company is situated, which is sufficient. 5372

Q. I ask him if he knows whether that company is within that territory?

Mr. Merritt: I would advise him to refer the construction of the agreement to his attorneys.

Q. I am not asking him to construe the agreement.

Mr. Merritt: That involves the construction of that agreement. 5373

Q. Do you know? A. I am not familiar with the lines that are drawn in the territory of the Bronx there referred to.

Q. You also notice, do you, by that paragraph, that the carpenters agree to put up any material unless it be such as they would not have worked upon prior to the agreement?

Mr. Merritt: Objected to as not cross-ex-

5374 amination, and also on the further ground that the witness should not be called upon to construe the agreement; the agreement speaks for itself and the construction of it should be left ot his attorneys; he is not a party to it.

Q. I do not ask him to construe the agreement.

Mr. Merritt: You certainly are, he is not a party to it, and he is not in a position to tell what its terms are.

5375 A. The article reads along those lines.

Q. Do you know whether your material is material which the carpenters would not have worked upon prior to the making of this agreement?

Mr. Merritt: Objected to as not cross-examination

A. That I cannot answer.

Q. You do know of complaints up to the time that you complain of here, prior to the making of this alleged agreement, Exhibit B, which purports to be dated May 30th, 1909? A. I could not

5376 cite particular instances.

Q. Were those men who called on you in—I understand at your office at Oshkosh? A. Yes, sir.

Q. Were those men who called on you, Bunke and others, residents of Oshkosh, Wis. A. Yes, sir.

Q. Were they employes of yours? A. No.

Q. Do you know where they were employed or where they are employed? A. I do not.

Q. Did you ever undertake to find out where they were employed or where they came from? A. I assumed that they were employed at some of the other factories here.

5377

Q. But you never undertook to find out where they were employed or where they came from? A. No.

Q. Did you ever talk with them after that? A. They made two calls.

Q. When was the second call? A. I should say about a month later.

Q. What did you say to them when they called on this first occasion? A. We discussed a great many different subjects.

Q. Can you recollect anything that you said to them? A. I said that we would not consider the 5378
unionizing of the factory.

Q. Was that the only thing that you said to them that you can recollect? A. Their arguments were on the high cost of living, and I suggested that if more men would go out and work on farms and less crowd into the cities it would be a great help in reducing the cost of higher living.

Q. That subject came up because they spoke of higher wages paid in Manhattan? A. Not as I recall that point, but the cost of living was brought up.

Q. And you suggested that men move out of the City of Manhattan, or City of New York, on 5379
to farms? A. No particular city.

Q. Have you got union men in your employ now? A. I presume so.

Q. Do you know whether any of the employes are members of the Carpenters' Unions? A. We don't question our employes as to their religion, lodges or unions.

Q. Then you don't know whether any men in your employ are members of the union? A. I don't know of any man working for us that I can pick out and say that he belongs to a union.

5380

Q. You would not unionize your shop, would you? A. No, we would not.

Q. Was that because you have any prejudice or bias against unions? A. That is one reason.

Q. That is all.

Further Cross-examination by Mr. Mayer—

Q. Mr. Morgan, we can agree on one point, that your company is in business for profit, is it not? A. Yes, sir.

5381

Q. You are not in any sense a charitable institution, are you? A. No.

Q. You want to make the most money that you can, is that so? That is what you are in business for? A. Within reasonable limits.

Q. Without transgressing the law? A. Without transgressing the law or without overbearing our employes.

Q. You employ men and women in the City of Oshkosh, do you not? A. Yes, sir.

Q. And you employ those that come to you and want work for the wages that you pay and that are proper people to work in your factry? A. We

5382

emply our help, treating with them individually.

Q. And your knowledge, your personal knowledge of the conditions in New York are limited to letters that you have received from the Van Nest Woodworking Company, is it? A. Not entirely so.

Q. From what other source have you personal knowledge? A. More particularly from reports that are made through out representative there.

Q. I say your personal knowledge then comes from the Van Nest Woodworking Company and

reports made from salesmen of your concern? A. Almost entirely.

Q. And it is upon that you base your knowledge in this action with the other complainants, isn't that so?

Mr. Merritt: Objected to as not cross-examination.

A. Hardly that.

Q. What else have you based your joining in this action with the other complainants on? A. 5384
That is a far-reaching question; we joined issue with others in bringing this action because we were confronted with a situation in New York that meant a loss to us——

Q. In other words you could not do business in the City of—— A. And we having been threatened at least with the same conditions—that the same conditions prevailing in New York would spread to other cities.

Q. That is information that you received from these three gentlemen? A. They represented themselves as direct delegates.

Q. Direct delegates from the union? A. Yes, 5385
sir.

Q. In other words, Mr. Morgan, your complaint is that you cannot do business as you choose in the City of New York under the conditions as they exist there; isn't that the fact? A. We are not free to market our product as we would like to market it.

Q. You cannot make as much money in your business through doing business in New York as it exists to-day, as you would like to; isn't that the fact? A. That is a problematical question.

5386 Q. Let's get at it in another way; you would like to do more business in the City of New York? A. We want to be placed in a position——

Q. I think that calls for "Yes" or "No." A. We want to be placed in a position where we can at least try to do more business.

Q. But still you do not want to submit to the conditions as they exist there? A. No.

Q. Can anyone outside of yourself or some one particularly familiar with your factory work identify your millwork as it comes out of your factory,
5387 that goes to the different shops? A. Any one that is experienced in that line.

Q. Experienced in what respect? A. They would have to know our goods and be able to identify our particular stamps.

Q. The ordinary man working on a building could not tell whether the stuff came from you, from looking at it, or came from Paine, or came from any other manufacturers? A. On the trim they could not; on the doors they can, because our doors are stamped with the name right on; we have our name right on the top edge of the door.

Q. Have you ever read Exhibit B, that is the
5388 agreement between the Master Carpenters' Association and th unions, and Exhibit C, which is, I understand the agreement between the Manufacturing Woodworkers' Association and the unions, commencing at page 91, and the other at 101. I don't ask you to read, I just ask you if you have read it? A. I have not read the complete volume; what page is that?

Q. 91. A. I have glanced over these articles.

Q. You have not given it any very considerable consideration? A. I left that to Mr. Merritt.

J. E. Morgan, for Complainants—Cross 5389

Q. Are you a member of the American Anti-Boycott Association?

Mr. Merritt: Objected to as not cross-examination and as clearly incompetent, irrelevant and immaterial.

A. Yes, sir, we are.

Q. Have you paid any dues or assessments since the 31st of August, this year?

Mr. Merritt: Objected to; what has the 31st of August got to do with this case. I ask 5390
counsel what the 31st of August has to do with this case as to the payment of dues?

Q. I ask the witness to answer the question? A. No, we have not.

Q. Do you know that this agreement, Exhibit B, between the Master Carpenters' Association and the Joint District Council of the City of New York states the wages for which the men shall work?

Mr. Merritt: Objected to as not cross-examination, and I advise the witness not to 5391
attempt in any way to construe or draw any conclusions from these agreements; leave that matter to his counsel. The agreement speaks for itself.

A. I understand there is a wage scale on all union labor.

Q. Do you know that this agreement states——

A. Not specifically.

Q. You don't know that? Do you know that it sets forth the hours of labor?

5392 J. E. Morgan, for Complainants—Cross

Mr. Merritt: Same objection ,and I advise the witness if he wants to answer the question to examine the agreement; the agreement stands for itself here.

A. You are really asking me to confirm what is put in print here, are you not?

Q. I ask you whether you know that, notice that? A. I notice it.

Q. Do you notice that it states the objects of the agreement?

5393 Mr. Merritt: I advise the witness not to construe the agreement.

Q. On pages 91 and 92? A. Do you wish me to merely acknowledge that the printing of it is here?

Q. I ask you whether you notice it? A. By reading it I notice it.

Q. Do you notice that it calls for an arbitration of the differences which may exist or may hereafter exist between the parties to the agreement; that is, the carpenters and the unions?

5394 Mr. Merritt: I would not answer his question, I would just refer them to the agreement itself. I advise the witness not to answer the question.

A. I will take Mr. Merritt's advice.

Q. On the advice of counsel you refuse to answer the question as to whether or not this agreement states that all differences between the union and the employers, parties to the agreement, are to be settled by arbitration? A. The agreement is in print here and speaks for itself.

Q. You complain of this agreement, do you not,

Mr. Morgan? A. We complain of the agreements that exist. 5395

Q. This agreement, Exhibit B, which is attached to your complaint, and which complaint you verified and swore that you have read, states these various facts which I have set forth?

Mr. Merritt: I again advise the witness not to in any way construe the agreement.

Q. And of which you complain, and which is the basis of your complaint in this action states these various facts that I have asked you concerning in the last few questions? 5396

Mr. Merritt: The witness said that the basis of his complaint was that his customers were afraid to deal with them, and has so testified. I advise the witness not in any way to admit any construction of the agreement which you may put in the question to him, and not in any way to construe the agreement, as that is a matter which he should refer to his attorney, and I would consider it very poor policy on his part to answer such questions. If you want to read a paragraph and ask him whether he finds that in the printed book I presume he would say he found those words, but as far as construing it or saying that he knows anything direct beyond the exact words that there appear, I instruct him, or advise him, I do not instruct him, not to answer. 5397

Q. Have you noticed in Exhibit B which is attached to your complaint, and which is the basis of your complaint in this action—— A. What is the question?

5398 J. E. Morgan, for Complainants—Cross

Q. Paragraph 274, which reads as follows, folio 274, page 92: "Both parties to this agreement do hereby adopt as a basis of settlement the joint arbitration plan approved at a general conference of the Building Trades Employers' Association and representatives of the various unions on July 3d and 9th, 1903, and revised and adopted April 22, 1905, a copy of which is attached and made a part of this agreement, and they further agree that they will abide by any and all decisions of said arbitration board and shall use any and all lawful
5399 means in their power to compel their members to abide by said decision." Do you notice that? A. The article is here as you read it.

Q. Do you complain of that provision in the agreement?

Mr. Merritt: Objected to as not cross-examination, and further that our complaint is set forth.

Q. Does your company, one of the complainants in this action, Mr. Morgan, find fault or any grievance with that provision of the agreement? A. I
5400 will not attempt to pass on any parts of the agreemens that are set forth, but will refer it to Mr. Merritt.

Q. Have you any bias or prejudice against arbitration between employer or employe of any differences that may exist between employer and employe? A. I will talk over any differences that exist between our company and any employe working for us.

Q. Have you any complaint to make against any body or organization of union labor or employers of union labor agreeing to arbitrate any differ-

ences that may exist? A. That is their business and not mine, because we do not recognize a union in any way.

Q. Have you any bias or prejudice against any organization agreeing with another organization of employers or employes to arbitrate differences that may exist in their trades?

Mr. Merritt: That is not cross-examination.

A. I do not care to answer that question without knowing just what the exact differences were that they wished to arbitrate. 5402

Q. Then there is some slight bias or prejudice in your mind against arbitration of differences? A. I have not said that.

Q. Why can't you answer my question? A. Because I do not care to take a question as broad as that and answer it; there might be objections in specific cases that came up to arbitration.

Q. Do you object to the clause that I have read to you?

Mr. Merritt: He has already answered that question, that he did not propose to consider it. 5403

Q. Do you object to the very provision that I have just read on page 92 at folio 274? A. I am not attorney and do not care to pass upon that.

Q. I am not asking you in any wise to construe this agreement. I am reading you the section or words and ask you if you have any prejudice or bias—— A. My previous answer would cover that.

Q. That is the best answer you are willing to

5404 make to that question? A. That is the best answer I can make.

Q. I call your attention to article 2, section 1, page 92, folio 276, which reads—— A. What page?

Q. Page 92, section 1, that both parties to this agreement shall appoint a committee of six members, with full power to act for the association and the Joint District Council, which shall form the joint arbitration board provided for in the attached arbitration plan, to whom shall be referred
5405 all questions in dispute for examination and also to draft a new agreement for the ensuing year, their names and addresses to be sent at once to the secretary of the Master Carpenters' Association and the secretary of the Joint District Council, whose duty it shall be to call them together for the purpose of organizing said board, eight members of which shall constitute a quorum for the transaction of business, either side to have the privilege of calling the board together when there is any question to be brought before it, on twenty-four hours' notice, to be given all members of said
5406 board for any regular or special meeting; all questions in dispute to be settled by a majority from the members of each side present and voting, and in the event of a tie vote by the decision of an umpire, the disputed questions to be submitted to an umpire within three weeks after failure to agree, the decision of the umpire to be binding on both parties. Have you any objection to that clause or those words?

Mr. Merritt: The witness is here ready to answer as to any facts, but as to his objec-

J. E. Morgan, for Complainants—Cross 5407

tions and his complaint and what he objects to and what he complains of, those are the things which will be naturally presented by his attorney; he does not propose to analyze his own case and show just where the law begins and where the law ends, just where the moral right begins and where the moral right ends; he is just here to state the facts.

Q. I would like to ask if the witness refuses, or the witness refuses to answer as to what parts of this agreement he complains of? 5408

Mr. Merritt: I am not going to instruct the witness; my advise to the witness would be to answer that the agreement speaks for itself as to its wording, and that as to construing it in any way, or in any way telling which part of it injures his business and which part he objects to, I advise the witness not to answer; to leave that to his attorney. The questions are calling for conclusions and are questions to be handled by his attorney on the argument; it is not a fact in any sense of the word.

5409

Q. Will you let us know what parts of these agreements you complain of? A. The parts of these agreements I complain of are first as to Exhibit B, the parts which restrict the contractors there in their right to purchase, in their right to purchase materials from any concern that employs non-union men, and the part of paragraphs that I refer to are section 2 of article 4, and that part of the arbitration which relates to the use of non-union woodwork.

5410 J. E. Morgan, for Complainants—Cross

Mr. Maloney: Where is it?

Mr. Merritt: I do not object in any way in speaking for complainants to arbitration as such, provided they are not arbitration of things involving immaterial or illegal things, and that part of this agreement which concerns arbitration we do not in any way attack except as it is a part of this complaint not to use non-union trim.

Mr. Maloney: I think we ought to be allowed to examine the witness.

5411 Mr. Mayer: You put a lot of exceptions in there that don't mean anything. He complains of something. I am going to find out what fact in this, or what statement he complains of.

Mr. Merritt: He told you he complained of the fact that his customers were afraid to deal with him because of things that the defendants did.

Mr. Mayer: That is a general statement that there is not a solitary bit of legal evidence up to date introduced to prove.

5412 Mr. Maloney: I move to strike out all the testimony of this witness on the ground that he has refused to answer pertinent and relevant questions concerning the agreement complained of, and that he has been encouraged in this by his counsel.

Mr. Mayer: I join in that motion.

Mr. Maloney: If that agreement is not a pertinent part of this inquiry we ought to know.

Mr. Merritt: The agreement is a part, but I object to the witness being asked to construe

J. E. Morgan, for Complainants—Cross 5413

the agreement. The complaint is a matter of argument and not a matter of fact.

Mr. Maloney: We do not ask him to construe the agreement.

Mr. Mayer: I have asked him whether he complains of any particular provision, how does that particular matter interfere with your business, as you have alleged this combination or conspiracy to interfere with it, on the advice of counsel he refuses to answer, and I think all his testimony should be stricken out, because there is no proper cross- 5414
examination that can be conducted.

Mr. Merritt: We are here to present facts.

Further Cross-examination by Mr. Beattie—

Q. I would like to know, Mr. Morgan, if, during the last four or five months under which these defendants have been under injunction, if your business has increased in the City of New York? A. No, it has not.

Q. Has it decreased? A. You mean Greater New York?

Q. Yes, sir? A. Yes, sir; it shows a decrease. 5415

Q. Can you figure out approximately how long it will take for you to lose all business in the City of New York if this injunction continues? A. I have not figured that out.

Q. Can you do that? A. Might take a half a day off sometime and figure?

Q. Can you approximate that now? A. Is that a joke?

Q. You can approximately figure out at the ratio of decrease of your business that you have

now during the last four or five months, can you tell us how long it will take to end your business in the city? A. I don't attribute this injunction as affecting our business either one way or the other.

Q. Leaving the injunction out, at the present ratio of decrease during the last four or five months, how long will it take for you to have no business in the City of New York? A. We don't expect to keep on decreasing that way.

Q. You can't answer that? A. That is an impossible question to answer.

5417 Q. It is a matter of figuring, mathematical figuring; you don't complain against the Brotherhood of Carpenters anyway except in Manhattan; that is the only place they are pinching you, isn't it, or your complaint that they are pinching you? A. We complain against any combination that restrains us in any way from marketing our product.

Q. But in this action, suppose you have such a general complaint, but in this action you are only complaining about what you think we do in Manhattan; that is the basis of the complaint? A. As I understand it.

5418 Q. You do not, in this particular action you are not asking any relief against us anywhere except in Manhattan? A. That is my understanding.

Q. And if there is anything in this complaint or these papers that would give a different impression, it is not with your concurrence? A. The complaint covers the territory, I believe, that we are seeking relief in.

Q. And you understand it covers Manhattan only? A. Yes, sir.

Q. That is all.

J. E. Morgan, for Complainants—Direct. 5419

Further Direct Examination by Mr. Merritt—

Q. You do not wish to change your testimony to the effect that it also covers the extention of the same into other communities?

Mr. Maloney: Objected to as leading and trying to coach the witness; he should ask a direct question. And objected to as characterizing his testimony already given.

A. No.

Q. Will you state whether or not the statements 5420
made to you by these representatives who called upon you had any influence on you in bringing this suit?

Mr. Maloney: Object to the question as assuming that these alleged people, alleged representatives, are representatives of any of the defendants or connected in any way with the defendants, none of them being defendants.

A. Their talk with us, or with me rather, as to what we might expect in other territories would naturally influence us in wishing to prosecute this suit. 5421

Q. Are you acquainted with the building laws of New York so that you can testify the height of buildings that use steel construction, etc.? A. I am not.

Q. When this testimony took place about a hundred feet in height, I want to know if you meant that as an arbitrary line above which none of your material was used?

Mr. Maloney: He didn't say so; he said part of it.

5422 J. E. Morgan, for Complainants—Cross

Mr. Merritt: That is all right.

Q. That is all.

Further Cross-examination by Mr. Mayer—

Q. These five woodworking concerns that you joined as defendants in this action are competitors with you, are they not? A. Yes, sir.

Q. They are competing with you, and your allegation or your complaint is that these five woodworking companies or firms have combined with
5423 the unions to injure your business, is that so?

Mr. Merritt: Objected to as not cross-examination ,and further object to it as an improper question not calling for a fact.

A. The complaint sets forth the facts in the case.

Q. I know, but your complaint, the complaint of your company in this matter is that the five woodworking concerns and the unions have combined together to injure your business, is that so? A. That they have combined together in a way that prevents us from marketing our product.

5424 Q. In other words, that prevents you from selling as much stuff in the City of New York as you would like to sell? A. As we would like the privilege to sell.

Q. As you would like to sell? A. Under favorable conditions and prices, yes, sir.

Q. In other words, you want to sell, at least you want to get the same class of business that these five woodworking concerns are getting in the City of New York and not subscribe to the same conditions nor pay the same wages, nor have the same expenses that they have in doing business?

J. E Morgan, for Complainants—Direct. 5425

Mr. Merritt: Objected to as not cross-examination.

A. Not entirely so.

Q. Practically so? A. We are not catering directly to the same class of trade as those five local companies are.

Q. Then they are not—then you are not competing with those local five men? A. Yes, sir.

Q. How are you injured? A. The dealers that we are selling our products to are competing with those local companies. 5426

Q. Then doesn't it amount to the same thing, that you want to compete in that territory; in other words, you want the same business that they are doing now; isn't that so, or a part of it, as much as you can get? A. We want all the business in that territory that we can get.

Q. Isn't it a fact, Mr. Morgan, that you want the business that these five woodworking concerns now have in the City of New York, or a part of it? A. We want a free market for our goods.

Q. Answer that question "yes" or "no."

Mr. Merritt: I object to the question; how does he know what business they do. 5427

Q. You know what you want? A. I couldn't say that their particular orders are orders that we would personally care to take.

Q. How are you injured by their agreement with these union men not to handle your goods? A. How are we injured, the complaint shows how we are injured.

Q. Is that the best answer you can make? A. We are injured because we cannot go to a man, to

those contractors or dealers that are doing business with these contractors, and sell them our goods, because they say your goods are not union made and we are afraid of a strike if we buy from you.

Q. You are being asked now specifically as to these defendant woodworkers who are competitors of yours? A. Well, they are in an agreement with the carpenters.

Q. Who? A. Your five.

Q. There is an agreement here between the
5429 manufacturers and the unions, is that the agreement you complain of?

Mr. Merritt: I object to his construing any details of the complaint.

Q. Isn't that one of the complaints that you complain of? A. If that is set forth in the complaint as it has been drawn up by Mr. Merritt, it is.

Q. And these five woodworking concerns are competitors of yours in business in the City of New York? A. They are competitors in the same line of business.

5430 Q. And they have business which you would like to get, or a part of which you would like to get? A. Their business——

Q. I think I am entitled to an answer?

Mr. Merritt: He has already answered.

Q. We want to know whether——

Mr. Merritt: That is a question that you can't answer "yes" or "no."

Q. I think you can.

5431

Mr. Merritt: No, you cannot.

Mr. Maloney: I think I could answer for you, if you want me to, but we want to get your answer.

Mr. Beattie: What you understand is not what we want.

A. I will tell you why I cannot answer.

Mr. Beattie: We want you to give any explanation that you can.

Mr. Mayer: We are all getting in trouble when we put in a long answer and make an argument; when you answer "yes' 'or "no" there is no argument attached.

5432

Mr. Maloney: Read the question.

Q. (Question read.) "And they have business which you would like to get or a part of which you would like to get?"

By Mr. Mayer—

Q. You can answer that "yes" or "no." A. They are competitors of the dealers that we are supplying.

5433

Q. Then in effect they have business either directly or indirectly which you would like to get, or a part of which you would like to get? A. They have business that we would at least like to figure on getting; we would like the privilege of figuring on.

Q. You would like to get it then to figure on? A. We cannot get it, we cannot figure——

Q. Isn't it a fact that the five woodworking concerns have business in the City of New York which you would like to get?

5431 J. E. Morgan, for Complainants—Cross

Mr. Merritt: I object to the repetition of the question, the witness has answered to the best of his ability.

A. I have covered that, let's go on to the next question.

Q. I am not satisfied with the answer.

Mr. Merritt: He has stated that he does not know whether they want the business that those five woodworking concerns have on their terms; he wants the right to figure for it, and
5435 if it was a figure that was acceptable to him

Q. The complaint is that he does not get the business, so we want to stick to the point, does he or does he not want part of that business; do you or do you not want to do business in the City of New York which is now done by the five woodworking concerns or dealers whom you sell and who buy of the five woodworking concerns? A. We want the privilege of figuring on New York business and doing New York business.

5436 Q. Is the business in the City of New York valuable to you which these five woodworking concerns now have? A. I presume that it is.

Q. And you would like to get a slice of it, wouldn't you? A. We would like to figure——

Q. You would like to get it if it is profitable? A. If it is business that we can handle to good advantage we want to get it.

Q. And that is why you have made these men, five woodworking concerns, defendants in this action, isn't that so? A. I will refer the question of

5437

the defendants to the complaint, to the original complaint as Mr. Merritt has drawn it up.

Q. Did Mr. Merritt pick, or the American Anti-Boycott Association pick out the people—— A. No, we picked out Mr. Merritt.

Q. Who picked out the defendants in this case, Mr. Merritt or the American Anti-Boycott Association?

Mr. Merritt: I did.

Q. Then you didn't know who you had to sue or who you had a grievance against in the City of New York until Mr. Merritt told you about it at this meeting?

5438

Mr. Merritt: This is not cross-examination and the witness has not claimed any knowledge of individuals in New York.

Mr. Maloney: What is the use of sparring about words——

Mr. Merritt: He wants to get business, but when you ask him whether he wants to get the business of five separate concerns he does not know what the business is.

5439

Q. Your business is not being injured by these defendants being——

Mr. Merritt: This man may not be able to tell how each act affects him.

Q. Do you know James C. Fairhurst? A. Not personally.

Q. Do you know that he has a woodworking mill? A. No.

Q. And yet he is one of the defendants that you

5440 complain that you have a grievance against, isn't that so? A. If his name appears in the complaint.

Q. Who told you that he was injuring your business? A. Mr. Merritt drew up the complaint.

Q. Mr. Merritt told you that he was injuring your business, and therefore he is defendant?

Mr. Merritt: Objected to as not proper cross-examination. It is perfectly possible that he can have a whole herd of people conspiring against him, and not know the whole

5441

Mr. Maloney: Of course you know—you know what you have been doing.

Q. We are trying to find out in what respect he is injured?

Mr. Merritt: You are going into a line——

Mr. Maloney: He has testified about three men claiming to be representatives of the union, he does not say who is secretary of the union nor the president of the union.

Q. Do you know Murray & Hill Company? A. Ys, sir.

5442 Q. Have you done business wih them? A. Used to do considerable business with them.

Q. They are running a union shop in the City of New York in your line? A. Yes, sir.

Q. And they sell the people that you would like to sell to? A. No.

Q. They are not competitors of yours? A. They are.

Q. Have you a grievance against the Murray & Hill Company? A. We have a grievance against the combination which they and others——

Mr. Beattie: I move to strike out the word "combination."

Q. You certainly complain about something, because you complain against some certain state of facts? A. We complain against a condition.

Q. That is your sole complaint, a condition that exists? A. Yes, sir.

Q. You don't know the basis of that condition? A. The complaint sets it all forth.

Q. Mr. Merritt knew it when he drew the complaint that you verified. You have alleged a great 5444
big combination and conspiracy that has been fostered and gotten together to injure your particular business, and the only—what information, where did you get the information upon which you based this allegation of this great combination and conspiracy?

Mr. Merritt: The question is plainly improper, is not a part of the cross examination, his sources and means of information and the matter on which he has no personal knowledge are not proper testimony.

Mr. Maloney: Do you mean to say it is not 5445
proper cross-examination to examine a man on his complaint?

Mr. Merritt: Not as to things he was not examined on on direct examination.

Mr. Maloney: He has been examined.

Mr. Merritt: He has not.

Mr. Maloney: I have listened to two hours of direct examination. He said a good deal about——

Mr. Merritt: I know just where I stopped. I stopped at what he had personal knowledge

5446 J. E. Morgan, for Complainants—Cross

of, and the only thing that connected up with the labor conditions in New York, as I recall the testimony, were the letters of the Van Nest Woodworking Company, and his employment of a man to try and solicit business who was unsuccessful, and it was information received from his salesman, etc., and he has not testified directly as to personal knowledge of those conditions in New York.

Mr. Maloney: Of course, he did not testify to personal knowledge; he disclaimed personal
5447 knowledge and said he was informed by hearsay, on hearsay, and that is being used in this case as competent evidence, and we are trying to meet it by asking about that information.

Q. We are asking him where he got this information, how, it is sworn to here, on what basis?

Mr. Merritt: It is not a proper line of cross-examination. He swears he has been injured; he specifically stated in his affidavit, and that if were not for this wrongful combination as set forth in the complaint, etc., and so on, that
5448 part is all perfectly competent.

Mr. Maloney: That is what he is being examined on.

Mr. Merritt: Not at all.

Q. What is the last question?

Mr. Maloney: I think we ought to have a bill of particulars of the evidence of injury we can examine about.

Mr. Merritt: You cannot attack the credibility of this witness because you have made him your own already.

5449

Mr. Maloney: Surely we attack his credibility.

Mr. Beattie: You have got a right to attack his credibility, you have got a right; that is what we are here to do.

Mr. Maloney: We are here to endeavor to break down the complainants' case.

Mr. Beattie: And we object to Mr. Merritt's statement that we are not, that we have not the right.

Q. Now the last question?

5450

Mr. Maloney: This witness so far as I can see is a perfectly truthful witness, but is encouraged to refuse to answer by his counsel.

Mr. Merritt: His counsel has only advised him not to answer when you were asking him for the source of his complaint, and so on, as to each defendant of the 150 odd, and the five defendants, competitors in business; what grievance he has against them, and what personal knowledge he has against them, and what they have done; the complaint is entirely too complicated and ramified for any witness or layman to analyze.

5451

Q. Mr. Morgan, if your business was in any way injured would you know it? A. Yes, sir.

By Mr. Maloney—

Q. Would you know the causes of the injury and who did it? A. Not necessarily.

Q. Do you know who injured you here in this case outside of any evidence that was exhibited to you by the Anti-Boycott Association?

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5452 J. E. Morgan, for Complainants—Cross

Mr. Merritt: I object to the question as purely improper, and implying something that is not in the record in any way.

A. In a general way, yes, sir.

Q. Were these five manufacturing woodworkers amongst those that you know injured you? A. The combination which they have entered into——

Mr. Mayer: I move to strike out the combination as not responsive.

5453 Mr. Merritt: I want to witness to finish his answer.

Q. I propose to examine as to what that combination and all about it is concerned.

Mr. Merritt: Let him finish his answer.

A. The combination which they formed is one that will, we believe, injure our business.

Q. You could not answer that question directly whether you know that they were amongst those that injured you?

5454 Mr. Merritt: He has answered your question.

Q. Do you know? A. I could not point out any specific case, our eastern representative no doubt can.

Q. Then we may take it that so far as you know you do not know whether these five defendants in any way injured you or your company's business, so far as you know? A. I think I have answered that question by saying that I could not cite any specific cases.

J. E. Morgan, for Complainants—Cross 5455

Q. Would your agent or representative in New York know better who caused damage or injury to your business than you? A. He would be better posted on the details.

Q. You know the main facts, but he would know the details better? A. Yes, sir.

Q. What main facts do you rely on? A. On information that is given us.

Q. Did you receive information from the Anti-Boycott Association on which you relied?

Mr. Merritt: Objected to as incompetent, irrelevant and immaterial. 5456

A. We did not rely on their information.

Q. Did you receive some from them? A. I cannot say that we did.

Q. Where were these papers drawn up? Were they drawn up here at Oshkosh, Wis.?

Mr. Merritt: Objected to as improper cross-examination and as incompetent, irrelevant and immaterial.

A. I don't know where they were drawn up; they were drawn up, they were drawn up after our 5457 meeting in Chicago. Mr. Merritt can answer that question.

Q. Did you initiate this suit or was it in conjunction with somebody else? A. Did we personally?

Q. Not personally; don't you know that the American Anti-Boycott Association initiated this suit, or supplied the evidence upon which it was brought?

Mr. Merritt: I object to the question as improper, no evidence whatsoever that the Anti-

5458 J. E. Morgan, for Complainants—Cross

Boycott Association initiated the suit; on the contrary, the evidence in the case so far is to the contrary.

A. They did not initiate the suit.

Q. You swore in the verification to this bill in equity that you believed this complaint to be true? A. Yes, sir.

Q. What makes you believe that this complaint is true? A. Because our eastern representative had gone over the situation there very fully with
5459 Mr. Merritt at my request, and we discussed it among the different parties that are parties to the complaint, and had every reason to believe it to be true.

Q. What facts did you have in your possession that made you, a careful business man, swear under oath that you believed that this serious large combination was true? A. The fact that we were unable to get business in the City of New York.

Q. Was it confined to the fact that your business was decreased? A. No.

Q. Or that you were unable to get business after you had dropped out? A. Unable to get business
5460 that we were soliciting.

Q. New business? A. New business.

Q. Then, coming back to this question that we asked you some little time since in your examination, you believed when you made this affidavit that there was a conspiracy to prevent you from getting this new business merely because your business, you were not able to get new solicited by you or your agents? A. Yes, sir.

Q. Is that the real and only fact which caused you to charge this conspiracy against these de-

fendants? A. And the other facts set forth in the complaint.

Q. What other facts did you have in mind which made you swear under oath that you believed this charge? A. We had facts in our office.

Q. What are they, let us know what they are? A. From concerns like Van Nest Woodworking Company, that we have cited, and Bronx Sash & Door Company.

Q. That is the business that you had in the past, but that appeared to get away from you, is that right? A. We had business from them, and material that we had furnished through them for certain jobs the carpenters had struck on.

Q. Did the manufacturing woodworkers, defendants, did they get that business do you know, or any part of it? A. That I couldn't say.

Q. Did you make any investigation at all? A. I couldn't say that they got any of that particular business.

Q. Did you go to this customer whose business you claim to have lost and ascertain to whom his business was going? A. Yes, sir.

Q. To whom did he say it was going, any of these defendants? A. No.

Q. To whom did he say it was going? A. Part of it to the Iroquois Door Company, I believe.

Q. Where are they? A. They are in Buffalo.

Q. Do you know whether their shop is a union shop? A. I believe they are handling union goods.

Q. You mean that this Iroquois Company handles union goods? A. Yes, sir.

Q. Do they manufacture any material? A. That I couldn't say.

5464 J. E. Morgan, for Complainants—Cross

Q. When you say that they handle union goods, what do you mean? A. They buy and sell.

Q. They are dealers? A. They are dealers.

Q. Did you find out whether this concern which appears to have ceased doing business with you bought goods from any other manufacturer besides yourself? A. I think the Iroquois Door Company were the only concern they mentioned.

Q. Now, what part did the five manufacturing woodworkers take in throwing that business to the Iroquois Company that you know of? A. I
5465 don't know as they took any part.

Q. That is all.

Further Cross-examination by Mr. Maloney—

Q. Take the other one, H. Herman Lumber Company, follow the same line of examination we have just gone through with respect to Van Nest Company. Did you ascertain from it to whom it was giving its business? A. No.

Q. Did you ever complain to the Master Carpenters' Association of the injury that these so-called agreements were doing to your business?
5466 A. No.

Q. Or did you complain to the woodworkers, manufacturing woodworkers? A. No.

Q. Or to the unions? A. No.

Q. When did you first learn that your business was injured, as you claim? A. We began to feel the effect——

Q. Don't put it that way? A. A year ago.

Q. About September, 1910? A. Maybe a year and a half ago.

Q. Sometime in April, 1910? A. About then.

5467

Q. You then learned from some source or another that your business was being injured by these so-called agreements? A. Yes, sir.

Q. Was it at or about that time that you began to take steps for the institution of this action?

Mr. Merritt: Objected to as not cross-examination.

A. About that time, I think.

Q. And for that purpose did you go to the Anti-Boycott Association, or did you confer with counsel here or elsewhere?

5468

Mr. Merritt: Objected to as not cross-examination and clearly incompetent, irrelevant and immaterial.

A. We discussed it among ourselves first.

Q. You mean amongst the complainants? A. Yes, sir.

Q. At these meetings of the association? A. At individual meetings.

Q. Do you know then when they reached some understanding or agreement as to the institution of this suit?

5469

Mr. Merritt: Same objection.

A. I don't know exactly.

Q. Was any of the complainants designated by the others to take charge of the institution of the suit? A. No.

Q. It was left to each co-complainant then himself to start such proceedings as he thought proper? A. No, the matter of any individual starting a proceeding of this kind would be en-

5470 tirely out of the question, both from the matter of expense and from the fact that they would be singled out and made a target by the unions.

Q. And as a matter of protection you thought it was better to band together in instituting the suit or to act together? A. We thought it was advisable to act in harmony and together.

Q. In reaching that conclusion, and particularly with reference to expense, was it then that you joined the American Anti-Boycott Association?

5471 Mr. Merritt: Objected to as not proper cross-examination.

A. We had been members for some time prior to that.

Mr. Merritt: And as incompetent, irrelevant and immaterial.

Q. Did you turn, Mr. Morgan, to the Anti-Boycott Association because the expense would be less to you and your co-complainants?

Mr. Merritt: Same objection.

5472 A. Not entirely so, we believed that they were in a better position than any one else to handle the matter for us.

Q. How did you come in contact with them?

Mr. Merritt: Same objection.

Q. For the purpose of this suit? A. We have known of the association for a great many years.

Q. What expense do you refer to, the expense of counsel fees and disbursements in the conduct of the litigation?

5473

Mr. Merritt: Same objection.

A. Yes, sir.

Q. Is that borne by this association from assessments and dues paid by you and the others to it?

Mr. Merritt: Same objection.

A. I don't know in what way.

Q. That is the only expense to which you are put in the matter, the dues and assessments that you pay to them? A. Yes, sir.

5474

Q. Did you, from your investigation with the co-complainants when you were, when you undertook this suit, reach the conclusion that the cost of it would be so great that no individual corporation of a million and over, your size, could conduct it?

Mr. Merritt: Same objection.

A. I don't think we considered so much the actual cost of attorneys as their fees, of course, are always very small, but no one firm would be in a position to stand before the unions of this country to take the brunt of an action of this kind.

5475

Q. Then there was an agreement or understanding reached between these various corporations combining together to attack the unions? A. No.

Q. Is that it? A. No.

Q. As a matter of self-preservation? A. No.

Q. What is your explanation?

Mr. Merritt: Same objection to all this line of testimony.

A. In starting a suit we thought it was advis-

5473 J. E. Morgan, for Complainants—Re-direct.

able for all, or as many of the different manufacturers as were interested and cared to, to act together as a unit in the action.

Q. Have you any idea or did you reach any idea as to what the cost would be? A. No.

Q. How did you reach the conclusion then that you could not afford to do it individually, and that it was necessary to have other join? A. From a few experiences that we have had in the past in law suits.

5477 Q. You thought this would be a very expensive one? A. We thought so, yes.

Q. Did you think that by combining that way the expense of the suit would be so great to the union men that they could not defend it? A. No.

Q. That was a matter you didn't take into consideration at all? A. We were not looking at that side of it.

Q. That is all.

Further Examination by Mr. W. G. Merritt—

Q. What did you mean when you said you did not initiate the suit? A. I mean we individually

5478 acted alone. I did not initiate it, we acted in conjunction with the others in bringing the suit.

Q. As far as your company is concerned, your company started it itself without any instigation from any one else? A. Yes, sir.

Q. You were asked whether you discussed this at any association meetings; were you at the meeting of the Northwestern Association? A. Yes, sir.

Q. The matter of this suit was not discussed there, was it? A. No.

5479

Q. Were you at any of the other meetings that have been spoken of in the testimony of Mr. Paine? A. That is the only meeting that I recollect of attending.

Q. So far as you know the matter of this suit has never been discussed by any of these associations in your line of business? A. No, sir.

Q. As I understand it, Mr. Morgan, you are not, you do not pretend to know what each one of these defendants did to injure your business, it is a matter of combination as an entirety, isn't it? A. It is.

5480

Q. And it is impossible to show the bearing or the influence of any one upon your business? A. Yes, sir.

Q. And you were not acquainted with any of these union defendants at the time of the starting of this suit? A. No.

Q. Didn't even know they held office? A. Didn't know anything about it.

Q. Except as you were informed for the purposes of this complaint, etc. A. Yes, sir.

Q. And what you desire to do is to enter the market of New York as a competitor? A. We do.

5481

Q. With the other complainants here? A. We do.

Q. And it would be only as competitors that you would enter that market, is it not? A. Absolutely.

Q. What you desire is the right to lay your merchandise before the people of New York and let them choose whether or not they prefer it, together with the other people in the same line of business? A. We want a free market there for our goods.

5482 J. E. Morgan, for Complainants—Re-direct.

Q. Free competition? A. Free competition.

Q. You have no prejudice against unions when properly run?

Mr. Beattie: Objected to.

A. I don't know what you mean by properly run.

Q. What is your attitude towards refusing to employ a man unless he does belong to a union? A. We hire employes regardless of the fact
5483 of whether they belong to unions or not.

Further Cross-examination by Mr. Mayer—

Q. Mr. Morgan, you make no pretense here, you and these other million dollar concerns that have joined together in bringing this action, of any great unselfish motives? A. Never claimed to be philanthropists.

Q. What you want, you and those other million dollar concerns, is to go to New York to compete on such terms as you choose, particularly with these five woodworkers, isn't that so? A. We do not want any restrictions placed on us either
5484 on the New York market or in New York in the sale of our goods.

Q. You want the court to compel these union men to set your trim when they do not want to set it, so that you can enhance your profits? A. No, that is not the idea.

Q. And is it the fact that you do not care—— A. We want the court to remove any objection or obstacles that now stand in the way of our marketing our product.

Q. You can go into the City of New York and make a bid for business, can't you? A. Yes, sir.

Q. You have that privilege? A. Yes, sir.

Q. Your complaint is that you cannot do business in the City of New York, although you have the right to bid for it? A. Yes, sir.

Q. And you want the court to compel these men to set your stuff up in place? A. No.

Q. In New York? A. No.

Q. Isn't that what you want? You want the court to enjoin these men from refusing to work on such material as they choose to work on? A. We want the court to enjoin the union labor from refusing to put up trim that is not union made. 5486

Q. In other words, you want the court to enjoin the defendants' workmen from setting such trim as they choose to set?

Mr. Merritt: I object again to this line of examination; you are not calling for facts at all.

Q. I withdraw the question.

Further Cross-examination by Mr. Maloney—

Q. Do the other complainants manufacture what you call 1⅜ material? A. I think they do. 5487

Q. And do these five defendants make that same stock, 1⅜? A. You mean sash?

Q. Yes, or doors, what does 1⅜ refer to? A. Thickness.

Q. Does that apply to doors as well as sash? A. Yes, sir; there are doors made 1⅜ inch.

Q. Do these five defendants also make this thickness? A. I presume they do.

Q. They compete with you, these manufacturing woodworkers in New York, in that thickness of 1⅜? A. I presume so.

5488 J. E. Morgan, for Complainants—Re-cross.

Q. Which is the thickness referred to in this agreement complained of? A. I presume so, yes, sir.

Q. You are pretty sure about that? A. Yes, sir; I am not familiar with just what they are making, but they must make 1⅜ inch sash.

Q. Their agreement with the union men could have no possible bearing upon your business unless they made material of the same kind, as to cash or material of certain thickness, could have no possible bearing upon your business unless it
5489 was of the same thickness or size?

Mr. Merritt: Objected to; I advise the witness not to construe that agreement.

Q. It has a bearing upon this case? A. The question is so complicated——

Q. What I want to know is this, they are competitors of yours with respect to this 1⅜ size; doesn't that make it clear? A. I presume so.

Q. I asked that question, Mr. Morgan, because of some testimony that you gave about the distinction between 1⅜ and 1¾, you found there was a distinction?
5490

Mr. Merritt: That distinction, according to his testimony, only applied to sash.

A. That is just sash.

Q. Which does 1⅜ apply to? A. Both.

Q. Sash and doors? A. They both apply to sash and doors.

Q. Was the 1⅜ the one that you complained of; I want to get that? A. That applies to sash only.

Q. And that is what this agreement refers to? A. Yes, sir.

J. E. Morgan, for Complainants—Re-cross.

5491

Mr. Merritt: The only thing that is exempt in New York City is 1⅜ cash; the union did not object to that.

A. That is the exception that is made.

Q. Do these manufacturing woodworkers who are defendants here make 1¾ sash? A. I think they do.

Q. And the doors, too? A. Both.

Q. And that is the so-called objectionable feature of this agreement that we have been talking about.

5492

Mr. Merritt: I don't want the witness——

Q. I want to get it in the testimony, that was what you referred to in this distinction that you found existed between 1⅜ and 1¾ trim? A. No, I don't think you have got that.

Q. I want to be straightened out, will you just give your own explanation of it? A. The 1⅜ inch windows, as I understand it, are exempt; there are no restrictions placed on the sale or hanging of windows of that thickness; that applies merely to 1⅜ inch windows and not doors of the same thickness, or to sash that are thicker.

5493

Q. Then these so-called restrictions that you complain of apply to doors that are 1⅜, and either sash or doors that are thicker? A. Yes, sir.

Q. Do these five manufacturing woodworker defendants manufacture 1⅜ doors and thicker sash and doors together? A. I presume they do.

Q. You know they are competitors of yours in that line? A. Yes, sir.

5494 J. G. Morris, for Complainants—Direct.

Q. Were other corporations or individuals requested to join in this suit?

Mr. Merritt: Objected to as incompetent, irrelevant and immaterial and not cross-examination.

A. There were other companies were asked to join the American Anti-Boycott Association——

Q. In the maintenance of this? A. That I cannot say.

5495 Q. To assist in the maintenance of this suit? A. I don't know.

Q. To condurt this litigation? A. They were merely asked to join.

Q. For the purposes of this suit? A. That I cannot answer.

Q. Did they refuse? A. Some, yes, sir.

Q. That is all.

J. E. MORGAN.

Subscribed and sworn to before me this 29th day of November, A. D. 1901.

5496

DAVID C. PINKERTON,
[Notary Seal.] *Notary Public, Wisconsin.*
My commission expires August 31, 1914.

Mr. J. C. Morris, a witness called on behalf of the complainants herein, and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tll the whole truth, and being carefully examined, deposes and says as follows:

J. G. Morris, for Complainants—Direct. 5497

Direct Examination by Mr. Walter G. Merritt—

Q. What is your full name? A. J. G. Morris.

Q. Your age? A. 45.

Q. You live in Oshkosh, Wis.? A. Yes, sir.

Q. You are connected with the concern of the R. McMillan Company? A. I am.

Q. You are president and manager of it? A. Yes, sir.

Q. And that concern is one of the plaintiffs in this action? A. Yes, sir.

Q. How long have you been in the capacity of president and manager? A. I have been manager since the company was incorporated, have been president four or five years, vice-president prior to that time. 5498

Q. When was the company incorporated? A. December 6th, 1901.

Q. In what State? A. State of Wisconsin.

Q. And is now a corporation of that State? A. Yes, sir.

Q. Are you familiar with the conditions which surround the employment of men in the concern? A. Yes, sir.

Q. And conditions surrounding the sale of merchandise? A. Yes, sir. 5499

Q. Where are the corporation's factories? A. Oshkosh, Wis.

Q. Has no factories in any other State? A. No, sir.

Q. How long has the corporation been engaged in its present business? A. This is our tenth year, be ten years the first of January.

Q. What is the character of that business? A. Manufacturing sash, doors and blinds and general interior finish.

5500 J. G. Morris, for Complainants—Direct.

Q. About how much money is there invested in this corporation? A. About $250,000.

Q. Is that the amount invested in the business? A. Yes, sir, that is the amount.

Q. About how many—— A. I would like to just ask there, when you say the amount invested in the business, do you mean borrowed money and all when you make that question?

Q. No, I don't, I mean the amount of capital you employ, the amount invested in the business? A. $250,000.

5501 Q. About how many people do you employ? A. From 300 to 350 at different times of the year.

Q. About how many of these are woodworkers or carpenters? A. About 285, along there.

Q. You have employed approximately this number of people for a number of years past? A. Yes, sir.

Q. You operate what is known as an open shop, do you not? A. Yes, sir.

Q. Have you ever refused to employ any person because he or she was a member of any labor organization? A. Never.

5502 Q. Have you ever discriminated against any one in your employ in any way because he was a member of a labor organization? A. Not in any way.

Q. Has your company ever been visited by any people representing themselves to come from any labor organization and asking you to unionize your concern?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and as not defining who these people are.

A. We have.

Q. Were you present? A. Yes, sir.

Q. Who else was present? A. Three gentlemen representing to me that they were appointed by the local union to visit us.

Q. Do you know the names of any of these gentlemen? A. I do not.

Q. About when did this visit take place? A. Somewhere after the 20th of January, in that end of the month there, from the 20th to the last of January, latter part of January.

Q. Did it take place at the office of your company? 5504 A. Yes, sir.

Q. Did your company seek it? A. No, sir.

Q. You are not acquainted with any of the three men? A. No.

Q. How did these men introduce themselves when they came in, what did they say?

Mr. Beattie: Same objection.

Mr. Maloney: All this testimony is objected to as hearsay and not binding on these defendants.

Mr. Mayer: Same objection.

5505

A. They simply stated that they were a committee appointed by the local union to visit us, with a view of ascertaining whether or not we would be willing to unionize our factory or mill.

Q. What else did they state, if anything? A. During the conversation they stated that it might help us in disposing of our products in other markets.

Q. If you did unionize? A. Yes, sir.

Q. Did they mention any particular markets? A. No, sir.

Q. Did they state in what way it would help you? A. No, they did not state in what way, the inference was that our goods would be union made goods, that is all.

Q. Did you decline, or did you agree to accede to their request? A. I told them we would not think of doing such a thing.

Q. Can you give me the general character of merchandise that you sell and manufacture? A. Pine and hardwood veneer doors, pine windows and blinds, and hardwood and pine house trim.

5507 Q. Can you give me approximately the annual amount of your business? A. About $750,000.

Q. How much of this is made up of sales to customers outside of the State of Wisconsin? A. About 85 to 90 per cent.

Q. How are your sales made? A. Through salesmen, different sales offices, and our own efforts at our home office.

Q. Do you make any sales to customers in Philadelphia? A. Yes, sir.

Q. Can you give us the amount in round numbers that you sell there per year?

5508 Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

A. About $30,000.

Q. Can you give me the same information in regard to Boston?

Mr. Beattie: Same objection.

A. From $25,000 to $35,000 a year.

Q. Chicago?

Mr. Beattie: Same objection.

J. G. Morris, for Complainants—Direct. 5509

A. About $35,000.

Q. You have customers in the vicinity of New York City? A. Yes, sir.

Q. When I refer to New York City and vicinity, I include the neighboring cities in New Jersey, and I would ask you to give me if you can the annual amount of your business in New York and vicinity for the three years 1908, 1909 and 1910?

Mr. Beattie: I object to the question insofar as it covers the territory of New Jersey.

Mr. Maloney: I object to it upon all 5010
grounds, incompetent, irrelevant and immaterial, and in no way binding upon these defendants.

Mr. Mayer: I join in that objection.

A. 1908 about $100,000, 1909 about $200,000, 1910 about $180,000.

Q. Have you got the figures for 1911 down to date? A. In New York and vicinity?

Q. Yes, sir. A. I have not.

Q. Have you a customer by the name of Louis Bossert & Sons? A. We have sold him goods. 5511

Q. More than once? A. Yes, sir.

Q. Regular customer? A. We consider him such.

Q. Have you also sold Gross, Austin & Ireland Lumber Company? A. Yes, sir.

Q. Both of these concerns are in Brooklyn? A. Yes, sir; have a continuous account on our books.

Q. Did you dispose of any merchandise to C. R. McCauley? A. Yes, sir.

Q. Is that concern a regular customer? A. Yes, sir.

5512 J. G. Morris, for Complainants—Direct.

Q. To what class of people do you sell your merchandise ordinarily? A. To the dealers.

Q. And who are their customers, if you know? A. Contractors and consumers.

Q. About how much of these sales to New York and vicinity are in sash and how much are in doors? A. About 85 per cent. doors and 15 per cent. sash with us.

Q. You have a sales office in New York City? A. Yes, sir.

5513 Q. Where is that? A. 1123 Broadway, Townsend Building.

Q. Who is your representative? A. Mr. James C. Minor.

Q. Have you ever had a customer by the name of Empire Girard Company? A. Yes, sir, Empire City Girard Company.

Q. And have you sold that customer for a number of years? A. Yes, sir; both while they were Empire City Woodwork Company and since they have been Empire City Girard Company.

Q. Now, I wish you would give me the sales to that company for a period of five or six years back, give me 1906?

5514

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

A. 1906, $130,000; 1907, $27,000; 1908, $14,000; 1909, $39,000; 1910, up to March 25th, $11,000, at which time their trade ceased with us.

Q. You have done no more business with them since that date? A. No, sir.

Q. Do you know where this concern is located? A. Do I?

Q. Yes, sir. A. I don't personally know the location since they, as I understand, moved from 131st Street.

Q. Somewhere in New York City? A. Yes, sir.

Q. Have you got a customer by the name of Iroquois Door Company? A. Yes, sir.

Q. Where is that concern located? A. Their head office is Buffalo, New York, and their branch office in New York City.

Q. Can you give me the amount of business you have done with this concern and shipped to the New York office in the last four years? 5516

Mr. Mayer: Objected to as incompetent, irrelevant and immaterial.

Mr. Beattie: Same objection.

Q. Give me 1908? A. 1908, $11,000; 1909, $38,000; 1910, $39,000; 1911, $2,000.

Q. Can you state whether or not the business done in 1911, $2,000, was shipped to New York City or not? A. It was shipped outside of the City of New York; it was a car to two different points outside of the City of New York.

Q. Can you tell what those points are? A. One 5517
of them I can't pronounce.

Q. Mount Vernon one of them? A. Mount Vernon was one of them and Onionta, those are the only two.

Q. Were those two bank jobs? A. No, sir. I say no, I don't know, but I should not think so by the style of the goods.

Q. I show you a letter, Mr. Morris, purporting to be addressed to your company and to have been written by the Iroquois Door Company, dated October 15th, 1910, and ask you whether you re-

5518 J. G. Morris, for Complainants—Direct.

ceived that letter through the mails in the usual course of business? A. Yes, sir, that is a letter received at our office.

Q. Was it received at your office shortly after the date which it bears? A. It has our "received" stamp on there, received three days later than it was written.

Q. On what date was it received? A. October 18th.

Mr. Merritt: I offer that in evidence as
5519 Complainants' Exhibit 2.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial, and as hearsay and not binding in any way on these defendants.

Mr. Mayer: I join in this objection.

Mr. Merritt: Copy this Plaintiffs' Exhibit 2 into the record.

"Gen. office and warehouses
Buffalo, N. Y.

Western Office, Tacoma, Fash.
Factory, Milwaukee, Wis.
5520 New York Office,

IROQUOIS DOOR COMPANY
Manufacturers
DOORS, SASH, MOULDINGS, GLAZED WINDOWS
INTERIOR FINISH, COLUMNS, ETC.

18 Broadway, New York City, Oct. 15, 1910.

The R. McMillen Co.
Oshkosh, Wis.

Gentlemen:—

We are very sorry to say that on account of

5521

the union situation in New York City it is necessary for us to cancel any and all unfilled door orders which we may have with you for shipment to any station in Greater New York or to New York City for lighterage delivery. We regret the necessity for taking this action, but the situation in this city is such that we cannot continue to use goods made in 'unfair' shops. You will therefore make cancellation as instructed.

Yours truly,

BPS—D IROQUOIS DOOR COMPANY.

5522

Received
Oct. 18, 1910
The R. McMillen Co."

Q. Have you ever had any conversation with any representative of the Iroquois Door Company concerning this same matter? A. Yes, sir.

Q. With whom have you conversed? A. Mr Phinney, manager of the defendant, Buffalo.

Q. Did he state anything to you along this line?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial, hearsay and in no way binding upon these defendants.

5523

Mr. Mayer: I join in that objection.

A He stated to us that he feared he would be unable to use our goods.

By Mr. Mayer—

Q. He stated to you? A. Yes, sir, he feared he would be unable to use our goods in New York on account of the position taken by the union.

5524 J. G. Morris, for Complainants—Cross.

Q. When did this conversation take place? A. I can't give you the definite date, but it was some time, some little time, I should say sixty days before this letter, sixty days before October 15th.

Q. Have you ever sold goods to Murray & Hill Company? A. Yes, sir.

Q. Do you sell them now? A. No, sir.

Cross-examination by Mr. Beattie—

Q. Is your corporation a member of the Door,
5525 Sash & Blind Manufacturers' Association of the Northwest?

Mr. Merritt: Objected to as not cross-examination, incompetent, irrelevant and immaterial, and particularly because there is no mention of the Northwestern Sash & Door Association in any of the pleadings, and I further give notice that if there is any attempt to go on with this examination to prove any special defense or new matters set up in the answer, that I reserve the right of rebuttal after the close of defendant's testi-
5526 mony.

A. Yes, sir.

Q. Is it also a member of the Eastern Door, Sash & Blind Manufacturers' Association? A. Yes, sir.

Q. Is it a member of the Veneered Door Tsociation?

Mr. Merritt: Same objection applies to all this.

Q. Do you, or a representative of your firm, at-

tend these meetings of the different associations, as a rule? A. No, sir.

Q. But you do attend their meetings? A. No, sir.

Q. Don't attend any of their meetings? A. That is different. I think possible two years ago we requested our New York man to attend a meeting, and whether he did or not——

Q. Who was that? A. Mr. James C. Minor.

Q. What association? A. I am talking of the Eastern Association.

Q. Give me a list of the firms that you have done 5528
business with in New York and vicinity in which your business has increased from the year 1908 to 1910, including 1910. A. When you say vicinity, how far do you want to go?

Q. As far as you went for Mr. Merritt when he asked you that question? A. I don't believe I can give you that information from my figures as you ask for it.

Q. Then you have brought here information only of business concerns in which you have done a losing business from 1908 to date and excluded the others? A. No, sir; I have brought figures to indicate in New York City the people we are doing 5529
business with of New York City. I have given figures here that indicate our business in that place; that information I have separate, but not when you strike the vicinity.

Q. You struck the vicinity for Mr. Merritt, and I would like to get the figures of the increase in that, in New York and vicinity during that period? A. The figures that I have given show an increase, how far back did your question call for?

5530 J. G. Morris, for Complainants—Cross.

Q. 1908? A. My figures show an increase on some I have read.

Q. I want to know what customers, what customers are those who have kept increasing their orders, so that your business in 1910 was $80,000 more in New York and vicinity than it was in 1908? A. That increase has come outside of the City of New York, Brooklyn.

Q. Give me the individual customers whose business has increased? A. C. R. McCauley; I am giving you this from memory.

5531 Q. From what time to what time? A. I couldn't tell you that, I have not got the figures separate.

Q. Approximately? A. For each year?

Q. If you can, your business with them was approximately what, and what is it now with them? A. With C. R. McCauley, I can't give you that, I have not got that separated here.

Q. Give us some other customers in Greater New York whose business has increased during the last three years with you? A. I don't get your question, because when you say increased the last three years it might start in 1907 and have an increase the next year and a decrease the next

5532 year.

Q. Up to date we will take it, start with 1897 or 1898? A. I can't give that to you that way, because I have not got that that way.

Q. Roughly give me the customers without the figures, and your own figures, your business has largely increased during the last three years in New York and vicinity? A. No, it has decreased in 1910 from 1908.

Q. I beg your pardon, your figures were $100,000 for 1908 and $180,000 in 1910? A. $100,000

in 1908, $200,000 in 1909 and $180,000 in 1910; from 1908 to 1910 is a decrease; what I have given you are facts.

Q. But you can give me the list of people whose business has increased from 1908 to date in New York and vicinity, even if there has been one year—— A. No, I can't do that, because I have not got that information on my papers; we do business with Louis Bossert & Sons; Cross, Austin & Ireland Lumber Company; Golding Gay Bros.; J. William Hatt; H. V. Butler, and there are others, but I don't—I can't just call them 5534
now; I might tell you I had an increase on any one of those and the increase might be on some other customer; I have not got the figures, and I don't care to give you something I haven't got; I can get those figures and would be willing to do it.

Q. You have given here some figures with customers whose business has decreased in that period? A. Only in the City of New York customers.

Q. New York and vicinity? A. I gave you New York and vicinity, and I gave you these names and 5535
Empire City Girard business.

Q. Let us see about 1906, have you got your total New York and vicinity for 1906? A. Yes, sir, I think so; no, sir, I have not; I have got 1908, 1909 and 1910.

Q. Was your business entirely in the year 1906 confined to the Empire City Girard Company? A. Practically so; we were a new concern, so to speak, in that market at that time, our business was naturally growing.

5536 J. G. Morris, for Complainants—Cross.

Q. They were practically your only customer in that year? A. Yes, sir.

Q. Weren't they your only customer? A. No, we sold some goods to Murray & Hill.

Q. That was an inconsiderate sum, wasn't it? A. To Murray & Hill?

Q. In 1906? A. Depends upon what amount would be inconsiderate.

Q. You did a business of $130,000 in 1906 with the Empire City Girard Company, didn't you? A. Yes, sir.

5537 Q. Was the business with Murray & Hill inconsiderate as compared with that other customer? A. Yes, sir, very much so.

Q. And you have no business now with the Empire City Girard Company? A. Not a dollar's worth.

Q. Don't you know they have moved and enlarged their plant and are now making their own goods? A. I know they have moved and enlarged their plant, but do not understand they are making all their own goods.

Q. Is it because they have ceased to do business with you that you have made them a defendant in this action?

5538

Mr. Merritt: I object to that as not cross-examination, and I object further to asking the witnesses why they made various defendants parties in this action.

A. No, sir, that is not our reason.

Q. You have also ceased to do business with your only other customer in the City of New York in the year 1906, Murray & Hill Company, have you not? A. Yes, sir.

Q. Is that the reason why you have made the Murray & Hill Company also a defendant in this action? A. No, sir. 5539

Q. Now you speak of the Iroquois Door Company in business in New York. Don't you know they are no more in business in New York than you are; that they simply have a New York office and manufacture nothing there? A. I don't understand it that way.

Q. And don't you understand their manufacturing is at Buffalo? A. I don't understand their manufacturing is there. 5540

Q. Where do they make anything in New York? A. I don't understand they make anything in New York.

Q. They have an office? A. They have an office and a storehouse, a warehouse.

Q. Where have they got a warehouse? A. I couldn't give you that address, 18 Broadway is their office; they have a warehouse there because their goods are unloaded there and we have had goods stored there.

Q. Plaintiffs' Exhibit 2, which you have just put in evidence, I wish you would—I call your attention to their heading therein and ask you to read the heading, beginning with Iroquois? A. Yes, sir; Iroquois Door Company, manufacturers of doors, sash, mouldings, glazed windows, interior finish, columns, etc. 5541

Q. That is just what you make? A. Yes, sir.

Q. Now, you know they are manufacturers? A. Yes, sir, they are.

Q. You know they do not manufacture in New York? A. I don't think they do in the sense that we understand manufacturing.

5542 J. G. Morris, for Complainants—Cross.

Q. There is no difference in the sense that you have in manufacturing and any one else? A. I will tell you, some of these people have a machine for cutting off a door.

Q. What was your business in Philadelphia in 1906? A. I couldn't tell you, I haven't got that with me either.

Q. What was it in 1910? A. $30,000.

Q. Has it kept that average right along for the last four or five years or has it been decreasing with the general business? A. In 1909 it de-
5543 creased; in 1908 nearly $30,000.

Q. You know there is a general business depression in the building trades in New York and vicinity, don't you? A. Yes, sir.

Q. Has been for a year or two past? A. No, commenced about the fall of 1910.

Q. That is what I mean? A. You said a year or two.

Q. Since the fall of 1910 there has been, to your knowledge, a business depression in New York and vicinity which would naturally affect the sale of your products? A. To some extent.

Q. And you know that the manufacture and
5544 sale of metal doors and windows has become quite a business during that same period, and for two or three years before, in Greater New York, especially in Manhattan? A. We never have felt that that we know of.

Q. From your knowledge of building operations in New York City, and especially Manhattan, don't you know they are very largely used now? A. I don't; I suppose you have ordinances to cover the number of stories of buildings.

Q. If we have such ordinances that would natu-

rally affect your business? A. With those people that use iron sash and doors. 5545

Q. You don't know what your business with Louis Bossert & Sons has been the last three or four years? A. I can get the figures, but I didn't bring them with me.

Q. Why should you give us the figures as to the Empire City Girard Company and not Louis Bossert & Sons? A. Because in my endeavor to get the customers in New York City——

Q. Isn't Louis Bossert & Sons as much in New York City as the Empire City Girard Company? 5546
A. Mr. Bossert's place is over on the Brooklyn side.

Q. Isn't the new plant of the Empire City Girard Company out near New Rochelle? A. I couldn't say, I was never at their plant.

Q. Don't you know it is without the City of New York? A. No, sir, I don't know it.

Q. You know that the old plant of the Empire City Girard Company anyway, regardless of the position of the new plant, is as much in the city of New York as Louis Bossert & Sons' place is, don't you? A. When you say New York you speak of Brooklyn as being a part of New York, 5547
as I said before; I don't know where their plant is, I never saw it, the Empire City Girard plant.

Q. Tell us why you should give us the figures as to the Empire City Girard Company plant, the position of whose plant you do not know anything about, and you have not given the figures of Louis Bossert & Sons, whom you know are in the City of New York? A. I think in my endeavor to indicate the customer's trade that has been taken entirely away from us.

5548 J. G. Morris, for Complainants—Cross.

Q. You don't want to give us the customers' trade that has remained to you and has largely increased?

Mr. Merritt: I object to that question, the witness has volunteered to bring the information that the attorneys call for.

Q. It is the business of the witness to bring——

Mr. Merritt: It is obtainable in a very short time.

5549 Q. Go out and get it now? A. All right, which ones?

Q. Louis Bossert & Sons' business, Cross, Austin & Ireland Lumber Company's business since 1906; C. R. McCauley's each year since 1906; I want him to account for this large increase in his business on his own figures within New York and vicinity? A. When I have put down here New York and vicinity I include New York, Connecticut, some towns in Massachusetts outside of Boston, which I have already given separately.

Q. Make it clear? A. Boston is not included in my New York and vicinity figures given.

5550 Q. Is Philadelphia included? A. No, sir.

By Mr. Merritt—

Q. What is included in the territory of New York and vicinity, figures that you have given? A. New York City, Newark, West Hoboken, towns in Connecticut and Massachusetts, outside of Boston.

By Mr. Maloney—

Q. What is it in the City of New York, inde-

pendently of New York and vicinity? The City of New York includes the Borough of the Bronx and Borough of Manhattan? A. I have already testified to that, and given a list of the names; I think you will find so.

By Mr. Merritt—

Q. Have you got the figures for the City of New York? A. I think we are getting mixed on the question by New York and vicinity.

5552

By Mr. Merritt—

Q. Just explain on the record, he has got New York City figures here? A. That is what I have been giving you.

Q. He gave it to us in connection with the Empire City Gerard Company and Murray & Hill? A. This and Murray & Hill are the only two accounts we have got there.

Q. You have no other business there? A. No, sir.

Q. During the last four years since 1906 you have had no customers at all in the City of New York except Empire City Girard Company and 5553
Murray & Hill, and C. R. McCauley? A. He is over in Brooklyn, do you want that, and Cross, Austin & Ireland Lumber Company.

Q. And Louis Bossert & Sons? A. Yes, sir.

Q. These are your only customers during that time in New York? A. In New York, yes, sir.

Q. You spoke of Iroquois Door Company, that is—— A. Yes, I included them in my figures.

Q. They are in Buffalo; do you include the State of New York? A. I included in New York the Iroquois Door Company of New York.

Q. Only does a New York office business? A. That is all I have included.

Q. You have only lost two customers of the four customers you have had during the last four years; you have only lost two of them? A. Lost three of them.

Q. Lost McCauley? A. No, lost Iroquois Door Company business.

Q. Leaving out Iroquois Door Company, I want to leave that out of my question, of the five customers in New York, exclusive of the Iroquois
5555 Door Company of Buffalo, you have only lost two customers then since 1896, or 1906, those are the Empire City Girard Company and the Murray & Hill Company, both of whom you have made defendants in this case? A. We have lost them since, yes, sir; we have lost those customers.

Q. Those are the only two you have lost? A. That is all we had.

Q. Have you done any business with the Murray & Hill Company since 1906? A. We shipped them two cars in 1908; that is the last we shipped them.

Q. The loss of them you don't attribute to any-
5556 thing contained in this action do you, Murray & Hill Company, having lost them three years ago? A. We certainly do.

Q. You think these matters you complain of were running in 1908? A. We didn't have that knowledge whether they were or not.

Q. Your business greatly increased, increased $100,000 in 1909; were those conditions you complain of in effect in 1909, as you understand it? A. At that time, of course, we did not know the cause.

 5557

Q. Your business increased? A. Did not increase with those parties I have mentioned.

Q. Increased with the others $100,000 in that one year? A. As I said before that took in that territory clear to Boston, it was not with these people in New York City.

Q. You only had three other customers in New York City whose figures we have not got I believe, so if you can clear up Louis Bossert & Sons—— A. I can have that sent here from my office.

Mr. Maloney: We have no figures in the City of New York of Bossert, Cross, Austin & Ireland or C. R. McCauley. 5558

Q. Can you testify generally your business with Bossert & Sons and Cross, Austin & Ireland have largely increased during the last four years? A. No, sir, but it has increased with C. R. McCauley; I would say to the best of my judgment that business with Bossert & Sons and Cross, Austin & Ireland was about the same, and an increase with C. R. McCauley.

Q. Since 1906 to date your business with Louis Bossert & Sons in the City of New York has remained stationary about, and likewise your business with Cross, Austin & Ireland Lumber Company of the City of New York has remained about stationary, but your business with C. R. McCauley, also of the City of New York, has increased? A. Yes, sir. 5559

Q. We do not need the exact figures, and you have already testified you have not had other customers during those four years in the City of New York—you have had no other customers ex-

5560 J. G. Morris for Complainants—Re-direct.

cept those mentioned in the City of New York during the last four years? A. I couldn't say that; we might have shipped some way freight shipment that I don't recall.

Q. Nothing of any amount? A. No.

Q. What was the date of your combination or conspiracy of you eight plaintiffs, and where was it formed, to bring this action?

5561 Mr. Merritt: I object to this as not cross-examination and as incompetent, irrelevant and immaterial, and furthermore as a leading question and as implying and conveying something of which there is absolutely no proof whatsoever. I shall further insist upon the right of rebuttal if any special defense is gone into.

A. There was no such combination as mentioned there.

Q. You are not combined together in bringing this action? A. I should say we are now.

Q. When did you get together, and where was this thing arranged?

5562 Mr. Merritt: I renew the same objection, that this is not cross-examination, etc., to all this line of testimony.

A. I do not recall of any meeting that was held for that special purpose?

Q. Do you know how you got together? A. I said we didn't get together.

Q. Ain't you together now? A. Yes, sir, we are now.

Q. You don't know when it happened? A. No, sir, you want me to explain how it happened?

Q. The date is chiefly what I would like to get? A. I couldn't give you any date.

Mr. Maloney: I would like to have you state how it happened.

By Mr. Beattie—

Q. What are the wages paid in your factory? A. They vary from 10 cents an hour to $4 a day.

Q. How about carpenters? A. What we term carpenters in our shop get from 22½ to 25 cents an hour.

5564

Q. Do you also call them bench hands? A. We do not call them bench hands. We do have some men that we term bench hands, but they are not of that class of men.

Q. What do they get and how many have you got of them? A. We got about 75.

Q. What do they get? A. Let me change that. We have got about 25 of those; they get from 18½ to 20 cents.

Q. How many are there of those carpenters that get 22½ to 25? A. About 40.

Q. Do you call them also machine hands? A. No.

5565

Q. Is that a separate class? A. Which class do you refer to?

Q. Machine hands? A. We call them separate from carpenters.

Q. How much do they get, and how many? A. In the neighborhood of 50.

Q. What do they get? A. From 16½ to 22½.

Q. Have you got any machine women? A. No, sir.

Q. No women or girls employed in your factory? A. Two.

Q. Two what? A. Two young ladies.

Q. What do they do? A. They work in what we call our glue room.

Q. Do you have no women on circular or buzz saws? A. The only two women in our factory is the two I have mentioned.

Q. You have got 30 boys under 16 years? A. 30, we have not now.

Q. When this action was brought you had 30 boys under 16 years of age? A. I couldn't recall that; we haven't got them now.

5567 Q. What did you pay them? A. From 10 to 12½ cents.

Q. How many hours does your factory work? A. Ten hours.

Q. Your wages run higher than in the Paine and Morgan factories, I take it, from these figures? A. I couldn't tell you that, I don't remember the comparison.

Mr. Merritt: I object to all this as not cross-examination.

Q. Have you sent any contributions of money
5568 or made any payments to the American Anti-Boycott Association since August 31st?

Mr. Merritt: Objected to as not cross-examination and as clearly irrelevant and incompetent and immaterial.

A. No, sir.

By Mr. Maloney—

Q. Did any of your material go into the construction, or has any of it in the past, of munic-

ipal school houses in the City of New York? A. I couldn't tell you.

Q. Do you know that some of these defendants, defendant contractors, construct municipal school houses in the City of New York? A. I don't know that they do, I am not familiar with what they do.

Q. You were here this morning when Mr. Morgan testified? A. Part of the time.

Q. Did you hear him testify that the Iroquois Company advertises that it has a union shop? A. I didn't hear that part of the testimony. 5570

Q. That was after you left? A. Must have been after I left.

Mr. Merritt: Who?

Mr. Maloney: Mr. Morgan. Q. Did you understand that that was one of the methods by which they procured this business in New York which formely went to some of these co-complainants? A. I didn't know about that.

Q. If you were able to do your business in this way and obtain these contracts, would you have any objection to doing so? A. I don't quite understand in what way do you mean? 5571

Q. They advertise that theyare a union shop and Mr. Morgan testifies that the business which he got from one of these concerns in New York thereafter went to the Iroquois Company of Buffalo, the one you have referred to? A. I don't thing that we could have secured business in that manner.

Q. You would not have any moral objection to advertising that fact if it produced the business? A. I don't think so.

5572 J. G. Morris for Complainants—Re-Cross.

Q. Your concern or company has a list of market prices, hasn't it, for its goods? A. We have a gross list.

Q. Those are the gross market prices? A. Yes, sir.

Q. Is that price list arrived at generally and recognized in the trade so that stock can be described as a number, number of stock of that kind? A. It is known as the universal list.

Q. From your knowledge of the business you would say that that was practically the market
5573 price subject to such discounts as you might be willing to give? A. Yes, sir.

Q. You do not call it unfair then for union men or employes or laboring men, from the conditions that surround them, to fix a general uniform price for their services, do you? A. I do.

Q. You think it is unfair for them to do that? A. Yes, sir.

Q. You see nothing unfair in your company's determining market prices? A. We do not determine them.

Q. By universal consent you fix the market
5574 prices at such and such prices? A. No, sir, we do not.

Q. How are those market prices ascertained then? A. You mean this Northwestern List?

Q. Generally made by an appointed committee? A. Generally made by an appointed committee.

Q. By the Association of Manufacturers? A. Yes, sir.

Q. And in reaching these prices they study the conditions existing and they say that this is a standard of prices which they will put out as the market prices subject to the right of individual

members to make discounts therefrom? A. Yes, sir.

Q. There is nothing unfair about that? A. That is the only way you could get at it.

Q. You don't think there is any conspiracy against people who purchase material from the members of your association on the part of the members merely because they did that? A. No, sir.

Q. You speak of some of these persons being continually on your books as customers; does that mean that they have always from year to year 5576
bought from you? A. Yes, sir.

Q. Do you know whether these same customers bought from other people during the same period at all? A. I couldn't say; I would not be able to know that.

Q. You don't claim to have the exclusive right to their business? A. I don't claim to have the exclusive right to any one's business.

Q. I understood you to testify that you sell to dealers and that the dealers sell to contractors and consumers, is that correct? A. I don't just recall whether I stated it as plain as you do.

Q. I understood you to say your company sells 5577
to dealers and that the dealers sell to contractors and consumers? A. That is my understanding.

Q. By contractors you mean these defendant contractors in this case, and others of the same kind? A. Yes, sir.

Q. And what do you mean by consumer, any other person who might happen to want material of that sort? A. Yes, sir; might be an individual wanted a door for his house.

Q. Now, do I understand that you complain

5578 J. G. Morris for Complainants—Re-Cross.

against these defendants, I am referring particularly now to the union defendants, because the contractors and other consumers alone purchase from dealers to whom you sell by reason of the fact that the union men have made arrangements with the contractors that they will not be required to work by the contractors upon what is called non-union material?

Mr. Merritt: I object to this question as not calling for facts, in line with a good deal
5579 of the examination calling for a conclusion and opinion by the witness, no question of fact involved whatsoever.

By Mr. Maloney—

Q. That is what you claim? A. I decline to answer that as I desire our attorney to consider those things.

Mr. Maloney: I move to strike out all the testimony of the witness on the ground that he refuses to testify and refers the matter to his attorney, and is unwilling to be cross-ex-
5580 amined concerning the allegations in the complaint in the matters in which he has been examined in chief by his own counsel. I will ask you this, you do not complain against these union men because the contractors do not purchase of you?

Mr. Merritt: I make the same objection to this question that I did to the one before.

A. We do: we believe our customers are being coerced in a manner that makes them afraid to buy our goods.

Q. I have not asked you about your customers. I am asking you about transactions between contractors and the union men. You say you sell to dealers and that the dealers sell to contractors and to other persons whom you describe as consumers. I am asking you if you complain against the union men, that they prevent these contractors from purchasing from you? A. I don't think so.

Q. You don't? A. No.

Q. That is exactly what I wanted to get at by the other question. Your complaint then is that you are prevented from making sales to the dealers by reason of these alleged contracts between the contractors and the union men? A. Yes, sir. 5582

Q. When did you first learn or come to the conclusion that your business was being injured by these acts of which you complain? A. I should say along August last year, or September.

Q. 1910? A. Yes, sir.

Q. Did you personally make any investigation as to the fact? A. No, sir.

Q. Did you in any way communicate with the Master Carpenters' Association, the members of which are made parties defendant here, or with the officers of the unions? A. No, sir. 5583

Q. Never called their attention to injuries effected by these acts? A. No, sir.

Q. Or do you communicate in any way with the manufacturing woodworkers who are made parties defendant? A. Manufacturing woodworkers!

Q. Yes, sir? A. Down in that country?

Q. Yes, sir? A. No, sir.

Q. Are they competitors of yours? A. Yes, sir.

Q. You make 1⅜ and 1¾ sizes? A. Yes, sir.

Q. And it is particularly with reference to sizes other than 1⅜ that these alleged acts are complained of? A. That is the way I understand it.

Q. These manufacturing woodworkers are engaged in the construction of that kind of material also? A. I suppose so.

Q. Did you consider at all the advisability of conforming to the conditions which you found to exist in New York, the same as these other manufacturing woodworkers?

5585 Mr. Merritt: Objected to as an improper question.

A. No, sir.

Q. What is this $5,000 annually that you say that you sold to the customers in the City of New York and vicinity? Does that refer merely to the gross sales of your goods? A. No, sir.

Q. Do you claim that you have lost $5,000 annually and will continue to lose $5,000 annually in profits on the sales which you could make in the City of New York if it were not for these alleged acts? A. Yes, sir.

5586 Q. And the idea then is to enjoin and restrain these defendants from preventing you from making an annual profit of $5,000 or thereabouts on the business done in the City of New York?

Mr. Merritt: Objected to as not proper cross-examination and an improper question.

Q. Was the profit which you made on these gross sales to which you have referred on your direct examination only $5,000 annually?

Mr. Merritt: Same objection.

A. It would be more than that.

Q. It was more than that, was it? A. Yes, sir, on the amount of sales.

Q. Do you know whether there are men engaged in business or firms or corporations in the City of New York in similar business to yours, other than those manufacturing woodworkers who are defendants?

Mr. Merritt: Same objection.

A. I don't know it. 5588

Q. Are you familiar generally with the trade or business throughout the United States of wood manufacture?

Mr. Merritt: Same objection.

A. I consider that I am.

Q. You have made a study of that? A. I consider I am.

Q. What proportion from such study do these five wood manufacturers bear to the total number of wood manufacturers in New York and vicinity in the output? A. What do you mean by vicinity, how far would you go? 5589

Q. I would include the City of New York and adjacent cities like Jersey City, Newark and Hoboken? A. I don't think I can answer that, because I don't know.

Q. You could not even approximate an estimate? A. No, I could not.

Q. You know that there are many hundreds of companies engaged in manufacturing stock similar to yours throughout the United States? A. Yes, sir.

5590 J. G. Morris for Complainants—Re-Cross.

Q. And you know, don't you, that very many of those are not union shops? A. I don't know what they are.

Q. From your study? A. That would be my idea.

Q. Do you believe then that these alleged acts of these defendant union men of which you complain are aimed solely at you and your co-complainants?

Mr. Merritt: Objected to as not cross-ex-
5591 amination and as purely improper question to ask what this witness believes.

A. I have no way of knowing this.

Q. You have no idea? A. I have no way of knowing.

Q. That you have been picked and selected? A. I have no way of knowing that.

Q. But you complain that these men have what you call unfair lists?

Mr. Merritt: Objected to as not cross-ex-
amination, not calling for facts and question
5592 is improper and unfair.

Q. I mean the union men, and that you are put amongst those? A. I couldn't say that was so.

Q. You personally do not know of any such thing, do you? A. No, I do not personally.

Q. You have sworn to this bill in equity, and you say you have read it and you believe it to be true, and it alleges generally that there are such unfair lists; have you any source of information from which you might take an oath that they do have you on unfair lists? A. The figures and

facts that I have given this afternon, and all the statements given to us by our representative, Mr. James C. Minor.

Q. You believed that you were on unfair lists because your business with some of your customers in New York had decreased and things you had been informed by your representatives there that the labor conditions had injured your business? A. And the letters we had received.

Q. From the Iroquois Door Company? A. Yes, sir.

Q. In the Iroquois Door letter it was them that 5594
said you were unfair, wasn't it, or it was that company that said so? A. The letter speaks for itself.

Q. This letter, Plaintiffs' Exhibit 2, which purports to be signed by the Iroquois Door Company, and is directed to your company, says, "We regret the necessity for taking this action, but the situation in this city is such that we cannot continue to use goods made in unfair shops." A. "Unfair" is in quotation marks.

Q. You don't charge that up against the union men, the statement made by the Iroquois Door Company? 5595

Mr. Merritt: I object to this, ask this witness as to whether the unions can be bound by the statement of the Iroquois Door Company.

Q. Do you? A. No, sir; we charge it against the Iroquois Door Company.

Q. Then when you made—when you swore to your belief and you stated among others the sources of your belief this letter, you did not quite

5596 mean that then, did you, as to the unfair list? A. Not entirely on the strength of that letter——

Mr. Merritt: Objected to as not cross-examination and as an improper question and unfair.

A. But by the combined circumstances of the letter and the conversations and letters from our representative, Mr. James C. Minor, of New York.

Q. What conversation have you referred to re-
5597 ferring to this affair or what letter or what thing have you referred to or what such a thing have you in mind that was the source of your belief that you were on the unfair lists composed by these defendants?

Mr. Merritt: Same objection.

A. From our customers' statements to our representative in his endeavor and effort to sell them goods.

Q. Said that you were on an unfair list? A. No, sir.

Q. Not to reasons for your instituting this suit;
5598 I am speaking about the allegation of the unfair list? A. I have already stated that I have no way of knowing that we are on an unfair list.

Q. So that so far as your verification of this bill is concerned, or so far as your knowledge of the detail directly or indirectly is concerned you do not know and have no reason to believe that you are on the unfair list? A. Yes, sir, we have reason——

Q. What is that? A. I have stated.

Q. There is nothing in that to indicate that you

are on any unfair list? A. If we are not on an unfair list why would they tell our salesmen that they could not buy of him because our goods were not union made.

Q. I am speaking of the unfair list. Do you know of anything that would cause you to swear that you truthfully believed there was such a list?

Mr. Merritt: I would like to have Mr. Maloney point out in the complaint where it says that.

5600

Q. Do you disclaim now that you are on any unfair list and that you did not intend to allege that against these defendants?

Mr. Merritt: Objected to as not cross-examination, and furthermore is not in any way calling for a fact, but asking a witness what he claims and alleges, which is a matter——

Q. Does the attorney for the complainants disclaim any charge against these defendants——

Mr. Merritt: I do disclaim an allegation that this complainant is on any unfair written list; there is no specific averment of that fact. 5601

Mr. Maloney: There is; it is all through the papers.

Mr. Merritt: They are characterized as unfair and the union circulates unfair lists.

Q. Do you disclaim now that you are on any unfair list and that you did not intend to allege that that against these defendants? A. We do not

disclaim it, but we have no knowledge that we are on any such list.

Q. I will ask you that when you swore to this complaint and said you believed it to be true did you have any information upon which you relied which caused you to swear that you believed that your firm was upon any unfair list circulated by any of these defendants?

Mr. Merritt: I object to the question as purely calling for hearsay evidence, the only
5603 proper testimony is whether or not the witness had any knowledge.

Q. He has disclaimed any knowledge, I am asking to see whether he had any belief?

Mr. Merritt: This is not proper cross-examination.

A. The information that we had that made us have this belief, as I stated before, was the letters and the conversations through our representative in his endeavor to sell goods.

Q. Did he say that you were on any unfair list?
5604 A. No, sir——

Q. I am confining myself entirely to the unfair list, there are a great many other allegations? A. As I said before, I have no information that I personally know of which would indicate that we are on a published unfair list.

Q. In reaching the conclusion that it was the acts of these defendants that caused this alleged decrease in your business, did you consider at all the changed conditions in business? A. Not when we lost the entire business of two or three concerns in that locality.

5605

Q. That was an element that you did not take into consideration at all? A. No.

Q. Have you changed your mind on that since this case commenced or since you have heard the testimony here? A. I have always known there is a chance for fluctuation in any year's business.

Q. Might it not affect your business? A. It does, no two years just the same.

Q. Your conclusion could not be accurate? A. Not strictly accurate.

Q. That is all.

5606

Further cross-examination by Mr. Mayer—

Q. These five woodworking manufacturers who are defendants in this case you testified are competitors in business of yours? A. Yes, sir.

Q. And what you want, to put it plainly, you want to do business with the people that they are now doing business with? A. Yes, sir.

Q. And you would like to get that business? A. Yes, sir; or our share of it.

Q. You would like to get as much of it as you can? A. Yes, sir; there is very few concerns you can expect to get all of their business, we believe we have a legal right to that.

5607

Q. If you can get the court to help you get more business, you would be glad to have them do it for you in the form of the result of this action? A. No more in this action than in any other point of law.

Q. You want to get business in the City of New York? A. Yes, sir.

Q. For profit? A. No, sir.

Q. You are not a charitable institution in any sense of the word? A. Not in that line.

5608 J. G. Morris for Complainants—Re-Cross.

Q. You want to get as much business as you can in the City of New York under conditions as you choose to have? A. Not as we choose.

Q. As you would like to have, so you could do business and compete with these men? A. Yes, sir.

Q. And that is why you join these five wood-working defendants? A. Yes, sir.

Q. Is there any distinctive marks on your material? A. Yes, sir; our trade mark is on all our goods.

5609 Q. Known generally? A. Yes, sir; advertised in all our catalogues.

Q. So that it is known generally? A. Yes, sir.

Q. Isn't it a fact, Mr. Morris, that the Murray & Hill Company and the Empire City Girard Company are now doing a great deal of mill work? A. Yes, sir; they always have.

Q. They are doing more now than they ever did? A. My judgment is the Empire-Girard people are.

Q. You don't know about the other? A. No, both had factories since I have known them.

5610 Q. You would not naturally expect, Mr. Morris that when you joined these defendants in an action, such as Murray & Hill Company, and Empire City Girard Company, and charged them with a great conspiracy, that they would be inclined to do business with you under any circumstances, would you? A. I don't know.

Mr. Merritt: I object to the question as purely improper and further absurd on the face of it.

Mr. Maloney: The reason is, why he has lost his business.

Mr. Merritt: I repeat the objection as fast as the questions are repeated.

Mr. Mayer: I think the question is very material, to find out what is the cause of the loss.

Mr. Merritt: What this witness expects is an absurd question.

Q. You had a temporary injunction in your favor in this action for the past five months, has there been any increase in your business in the City of New York and vicinity during that time? 5612
A. I have not seen it.

Q. Has it decreased? A. No increase.

Q. Has there been a decrease? A. I should say yes.

Q. There has been a decrease? A. Yes, sir.

Mr. Beattie—

Q. You never had a customer in Manhattan during the last four years anyway, have you? A. Only the ones I mentioned.

Q. That is the Iroquois Door Company if it should be considered to be a Manhattan concern; 5613
you have never had any other customer in Manhattan itself? A. Don't you consider Empire City Girard Company and Murray & Hill in Manhattan?

Q. No? A. In the last three or four years?

Q. None of those firms that you have mentioned are in Manhattan to my knowledge? A. Both of them were at 130th or 131st street.

Q. Isn't Murray & Hill about 127th? A. 130th Street, the Empire City Woodworking Company were at 131st and Broadway, is where they were.

Q. And Murray & Hill Company? A. They were there too.

Q. When was it you said you lost the Murray & Hill business? A. 1908.

Q. You have lost no customers and had no customers to lose in the Borough of Manhattan of the City of New York during the last two years, is that right? A. Not as I understand it, it is not right as I understand it.

Q. In what respect is it not right? A. You say in the last two years?

5615 Q. Yes, sir? A. I consider the Iroquois Door Company as one customer, we shipped this year up to March 25th, as I have already testified.

Q. Is that the only exception? A. The Empire City Girard ceased doing business with us after March 25th, 1910.

Q. I am asking about the Borough of Manhattan, if they are not in the Borough of Manhattan then you have lost no customers in the Borough of Manhattan in the last two years, is that right? A. If they are not in the Borough——

Q. Assuming that they are not in the Borough of Manhattan? A. Neither has our salesman been able to sell any one else.

5616

Q. I ask that the latter part of that answer be stricken out as not responsive and hearsay.

A. I want to correct the last question, within the last two or three years what exceptions did you make?

Q. Assuming the Empire City Girard Company is not located in the Borough of Manhattan, and we also will assume that the Iroquois Door Company is located in Buffalo and not in Manhattan, then you have lost no customers in Manhattan in

the last two years? A. If we accept your assumption that would be the truth.

Q. That is all.

Mr. Maloney—

Q. Do I understand that what you complain about is the loss of those customers or the failure of and refusal of other persons to do business with you? A. Both.

Q. Have you any other persons in mind that have refused to do business with you? A. I have not got any names. You have to have the testimony of our representative, Mr. Minor on that. 5618

Q. That is all.

J.G. MORRIS.

Subscribed and sworn to before me this 25th day of November, A. D., 1911.

DAVID C. PINKERTON,
[Notary Seal] Notary Public,
Wisconsin.
My com. expires Aug. 31, 1914.

5619

5620 T. B. Waters, for Complainants—Direct.

Mr. T. B. Waters, a witness called on behalf of the complainants herein and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says as follows:

Direct examination by Mr. W. G. Merritt—

Q. How old are you Mr. Waters? A. 52.

Q. You live in Oshkosh? A. Yes, sir.

5621 Q. Connected with the—— A. Lothman Cypress Company.

Q. Is that the exact title? A. Lothman Cypress Company.

Q. In what capacity are you connected with that company? A. Treasurer.

Q. How long have you been treasurer? A. Ten years.

Q. Have you general supervision of the selling of your output? A. Of the Oshkosh branch of our company.

Q. Have you general supervision of the employment of men in your Oshkosh branch? A.

5622 Yes, sir.

Q. You are familiar with the conditions surrounding the sale of the produce of your Oshkosh branch? A. Yes, sir.

Q. And of the employment of men in your Oshkosh branch? A. Yes, sir.

Q. In what State is your corporation organized? A. Missouri.

Q. And how long ago was it organized there generally speaking? A. Twenty years ago.

Q. And where are the company's factories lo-

cated? A. They own a sash and door factory located at Oshkosh, Wisconsin.

Q. What is produced by the Oshkosh factories? A. Sash, doors and blinds.

Q. How long has this company been engaged in the manufacture of sash, doors and blinds? A. This factory was built before we were incorporated by the Lothman Cypress Company, it has been in existence since its incorporation.

Q. How many, how much money is there invested in these factories here? A. About $300,000.00 in the Oshkosh business. 5621

Q. About how many people are employed? A. 215 to 240.

Q. Generally speaking what proportion of these are carpenters or woodworkers? A. We have not many carpenters, from our standpoint we have not, what we call carpenters.

Q. I am taking the two terms together, carpenters and woodworkers combined? A. We have about four or five men in what we call the carpenter shop, and men on the machines, and getting up, shipping.

Q. Does your company ever refuse to employ any person because he or she did not belong to 5625 any labor organization or did belong to any labor organization? A. No, sir.

Q. You have never discriminated against any working people because they were members of any labor organization? A. No, sir.

Q. You operate what is known as an open shop? A. Open shop; yes, sir.

Q. Has your company ever been visited by any people recently representing themselves to be delegates of any carpenters' union?

5626 T. B. Waters, for Complainants—Direct.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial, and not binding on these defendants.

A. Three men called on us during my absence, and I therefore did not have any talk with them.

Q. In round numbers how much business does your Oshkosh factory do each year? A. About $700,000.

Q. And what portion of this business is sold to customers outside of the State of Wisconsin? A.
5627 Practically all of it outside the State, we do no business in the State.

Q. How are your sales made? A. Through, by personal solicitation.

Q. That is, you employ traveling salesmen? A. I do the selling myself, sell in carload lots to jobbers as a rule.

Q. I did not catch you? A. We only sell in carload lots to the jobber and therefore have very few customers, as a rule sell to jobbers.

Q. How much business did you do in Philadelphia in 1910 in round numbers?

5628 Mr. Beattie: I object as immaterial and irrelevant.

A. During 1910 we invoiced to our Philadelphia customer $65,000 worth of goods, some of those might have been for other points.

Q. How much business did you do with Chicago customers in 1910?

Mr. Mayer: Objected to as incompetent, irrelevant and immaterial and in no way connected with the issues.

 5629

Mr. Beattie: I join in the objection.

A. About $45,000.

Q. Have you any customers recently on the Island of Manhattan or in New York and vicinity? A. Our sales, if any, would be through the Pittsburg or Philadelphia jobbers; great many goods we ship for them to customers in New York City or Brooklyn as the case may be.

Q. Have you ever sold directly to any customers in New York City? A. Yes, sir, we have formerly, about 1886 we shipped some goods direct. 5630

Q. Did you ever sell any merchandise to T. C. Edmonds & Company? A. That was the name of our former customer.

Q. In 1886? A. Yes, sir.

Q. Have you ever attempted in the last year or so to sell any further merchandise to this same concern? A. Yes, sir.

Q. When was that? A. During June of this year I called on T. C. Edmonds & Company.

Q. Did he purchase any goods? A. No, sir.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial. 5631

Q. Did he give you any reasons why he would not purchase?

Mr. Beattie: Same objection.

A. Yes, sir.

Q. What were they?

Mr. Beattie: Objected to, no identification of the man with whom the conversation was held, and as hearsay and not binding on these defendants.

5632 T. B. Waters, for Complainants—Direct.

A. Mr. Edmonds, Mr. T. C. Edmonds stated he could not very well use our goods because they might have trouble getting them accepted on jobs for the reason that they were not made in a union shop.

Mr. Maloney: Objected to also that it refers to something that has taken place since the commencement of the action. June, 1911, there is no allegations in the complaint concerning such goods and because his statement is conjecture.

5633

Q. Have you made any particular efforts to sell merchandise in New York in the last two or three years outside of the instance you have cited to me? A. After 1906 until this year we were selling, as I said, indirectly through the Philadelphia and Pittsburg houses.

Q. Did you make any special effort to sell directly? A. No, sir; not until 1911.

Q. Why didn't you make such effort?

Mr. Beattie: Objected to, calls for conclusion of the witness, his reason is conjecture,

5634 and as incompetent, irrelevant and immaterial and highly improper.

A. Our customer at Philadelphia was taking care of that business, and therefore we didn't solicit it direct.

Q. Did you have any information concerning the condition surrounding the sale of non-union materials in New York City and vicinity? A. We were led to believe through——

 5635

Mr. Mayer: I object to the question on the ground it is incompetent, irrelevant and immaterial.

A. We were led to believe that non-union material was being discriminated against in that market.

Mr. Mayer: I move to strike out the answer on the ground stated in the objection to the question.

Mr. Beattie: I move to strike it out as incompetent, irrelevant and immaterial and hearsay. 5636

Q. Did that fact or that information deter you from making efforts to sell merchandise directly to New York City?

Mr. Mayer: Objected to as absolutely improper, incompetent, irrelevant and immaterial, calling for a conclusion on the part of this witness.

A. We tried to make sales after that time unsuccessfully. 5637

Mr. Mayer: I move to strike out the answer on that same ground.

Q. Why were they unsuccessful?

Mr. Beattie: Objected to on the same grounds, no fact being called for either in this or the preceding question.

A. Because as I understood it, our goods were made in an open shop.

5638 T. B. Waters, for Complainants—Cross.

Q. You regard the privilege of selling your product in New York City without discrimination against it on the ground that it is non-union, of value to your concern?

Mr. Beattie: Objected to as calling for a conclusion on the part of the witness, and that it is improper, incompetent, irrelevant and immaterial.

A. Yes, sir.

Q. Do you value that right at at least five thou-
5639 sand dollars?

Mr. Beattie: Objected to on the same ground.

A. Yes, sir.

Q. And you supply or produce the sort of materials that are used in the New York market in part do you not?

Mr. Beattie: Objected to, no foundation laid for this testimony in the slightest degree, and incompetent, irrelevant and immaterial and calling for a conclusion.

5640

A. Yes, sir; part of our material could be used there.

Q. And you desire to dispose of a part of those materials in the New York market? A. Yes, sir.

Q. That is all.

Cross-examination by Mr. Beattie—

Q. Are you a member of the Veneered Door Association? A. No, sir.

Q. Nor your concern? A. No, sir.

 5641

Q. Is your firm a member of the Eastern Door, Sash & Blind Manufacturers Association? A. No, sir.

Q. A member of the Door, Sash & Blind Manufacturers Association of the Northwest? A. Yes, sir.

Mr. Merritt: Objected to as not cross-examination and incompetent, irrelevant and immaterial.

A. That is an organization for the purpose of making a gross price list, there are no stated meetings, informal organization. 5642

Q. Does the Lothman Cypress Company handle any wood except cypress? A. The Lothman Cypress Company of St. Louis handles cypress wood only practically; their business in Oshkosh is manufacturing sash, doors and blinds of other wood, of wood other than cypress; they run separate businesses.

Q. What business did you do with T. C. Edmonds in 1906? A. We did between $10,000 and $11,000.

Q. Where is his office? A. Park Avenue and 125th Street. 5643

Q. When you went to see him in June, 1911, did you take a copy of the injunction with you that you had obtained in this case? A. I took a copy of it along at some time, I am not positive whether it was that time or not.

Q. And when you asked Mr. Edmonds for his trade, you showed him that injunction? A. At one one time I showed him a copy; he hadn't heard of it apparently so I showed him a copy of it, he

5644 T. B. Waters, for Complainants—Cross.

didn't seem to know anything about it; so I gave him some news while I was there soliciting his trade.

Q. And you told him in connection with that that there would be no further interference, you convinced him of that? A. Apparently not; I told him I thought that ought to be protection; he seemed to object to the fact that he were a non-union shop; I says, here is an injunction, that ought to put you on safe grounds; well he says——

Q. He didn't give you his business? A. No,
5645 sir.

Q. None of it? A. No, sir.

Q. Did Edmonds tell you in 1906 why he did not want any more of your goods? A. No, no special reason about that time.

Q. No labor trouble? A. We changed our methods, as I explained previously and sold through jobbers in Philadelphia and Pittsburg, who supplied the New York City market.

Q. You do not know of your own knowledge who they supplied? A. In some cases we knew to whom they shipped, we shipped cars direct for them in some cases.

5646 Q. Are you selling to them direct extensively? A. No, sir.

Q. You are not doing a lot of business in Philadelphia? A. Yes, sir; we are in Philadelphia.

Q. The same jobbers that you dealt with in 1906? A. Some of the same Philadelphia jobbers.

Q. Edmonds never said anything to you when his trade ceased in 1906 about any labor troubles? A. No, sir.

Q. Then you cannot complain about having lost

any business in the Borough of Manhattan through anything that is charged in this complaint, because you had no business to lose there, did you? A. Well, we consider we lose business when our customer loses business.

Q. You had no customer? A. We did indirectly.

Q. You had no customer in Manhattan or the whole City of New York in the last four years, have you? A. Indirectly only.

Q. Just answer the question; have you any customer in Greater New York during the last four years? A. We consider we are supplying goods 5648
there whether we sell them direct or through a jobber, we consider that we were supplying goods to New York City when we sold them to Philadelphia jobbers.

Q. And he might be supplying them to New York City from his own—— A. They might be reshipped.

Q. Have you any customers in New York yourself during the last four years? A. We have made no shipments direct for our own account during the last four years; we have not shipped on our own account during the last three or four years.

Q. Have you had any customer in Greater New 5649
York during the last four years? A. Only indirectly.

Q. What customer have you lost in New York City during the last four years? A. We have lost the privilege of doing business through our Philadelphia customer.

Q. What customer in New York City have you lost during the last four years? A. We have only had customers indirectly, trade indirectly.

Q. That is the best answer you can make? A. Yes, sir.

5650

Q. Do you know any reason why men should buy stuff, goods, and have it shipped to Philadelphia by you and then shipped from there to New York? A. It was not being done that way as a rule.

Q. That is extra freight? A. It was not being done that way as a rule.

Q. You have no direct business, or have had no direct business with any customer in Greater New York during the last four years? A. No, sir.

Q. That is right? A. That is right.

Q. You do not complain then of having lost any
5651 customers through anything that you charge in the complaint? A. I complain of having lost the privilege of doing business in New York City.

Q. Don't you understand the question? A. Yes, sir; I do, we complain of losing the privilege of doing business in Greater New York.

Q. You are in a different position than these other defendants who claim they have—these complainants, some of whom claim they have lost customers in New York City during the last—during the period covered by the complaint, you are in a different position than they are? A. We don't know much about our other folks, we know about
5652 ourselves only.

Q. You have no knowledge of your own, have you as to whether you may have indirectly lost New York trade? A. Yes, sir.

Q. From goods that may have been contracted for in Boston or Philadelphia, you have no direct knowledge yourself? A. We certainly have knowledge, yes, sir; through our Philadelphia customer, our Philadelphia customer has been unable to do business there.

Q. He has informed you of that? A. Certainly he has.

Q. You know that is not what we call personal knowledge? A. That is as near as I can get.

Q. That is all the information you have on the subject, what these Boston customers, and Pittsburg customers, Pittsburg and Philadelphia customers have informed you in that regard, is it not? A. Yes, sir; we get our information from these customers.

Q. Are you a member of the American Anti-Boycott Association?

Mr. Merritt: Objected to as incompetent, irrelevant and immaterial and not proper cross-examination. 5654

A. Yes, sir.

Q. And have you paid any money to their association since August 31st last?

Mr. Merritt: Same objection.

A. No, sir.

Q. What are the wages for carpenters in your factory?

Mr. Merritt: Same objection. 5655

Q. Carpenters, bench hands and machine hands? A. About two dollars to two and a half, say.

Q. You mean a day or by the hour? A. Twenty to twenty-five cents an hour.

Q. What is the least wages that you pay a man in your factory that works on wood, wooden doors or windows? A. About $1.85 up.

Q. For how many hours work? A. Ten hours. 18½ cents an hour.

Q. How many employed at that rate? A. I couldn't pick it out——

Q. Make some—— A. I can get all of that if you want to know, and give it to you in detail.

Q. Any girls or women? A. No, sir; no girls or women.

Q. Boys? A. We have three under sixteen that we call boys, did have last pay day, all the others are sixteen and over.

That is all.

Mr. Mayer—

Q. You sell to jobbers? A. Yes, sir.

5657 Q. Are you a member of the American Anti-Boycott Association? A. Yes, sir.

Mr. Charles Nevitt, a witness called on behalf of the complainants herein and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says as follows:

Direct examination by Mr. Merritt—

Q. How old are you? A. 56.

5658 Q. You live in Oshkosh? A. Yes, sir.

Q. And are connected with the Paine Lumber Company in what capacity? A. Treasurer.

Q. You were present, were you, when three men representing themselves to come from labor organization called at the company's office in Oshkosh? A. Yes, sir.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial, and in no way binding upon these defendants.

Q. And this interview, state whether or not it was sought by the company? A. It was not.

 5659

Q. And when did it take place? A. February first, this year, I think.

Q. I will ask you to tell me how these men introduced themselves as they came in?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and hearsay.

Mr. Mayer: I make the same objection.

A. Charles Hoeppner, who seemed to be the spokesman of the trio, stated that they represented the Carpenters' Union, and wanted us to 5660
put the union label on our goods.

Q. Have you the names of the other men? A. No, I have not, just the name of Charles Hoeppner.

Q. How do you know his name? A. I asked him his name during the talk and I wrote the name down.

Q. What else did he say? A. He said it would be an advantage for us to put the union label on goods, because if we did not we would have trouble selling them.

Mr. Beattie: I ask that that be stricken 5661
out.

Q. Is that all the conversation that you recall now? A. They were there an hour.

Q. Was any mention made of New York City? A. Yes, sir.

Q. What was said in that connection? A. New York City was mentioned in a general way with other districts in the United States; we told Mr. Hoeppner and his associates that we were shipping to all of the states in the nation; he said that didn't cut any figure, that their organization was

5662 Charles Nevitt, for Complainants—Direct.

such and so broad that it covered the country, and we would have trouble in selling our goods if we didn't have the union label on the goods.

Mr. Beattie: I ask that that be stricken out.

Q. Did he state anything about New York City in particular?

Mr. Beattie: I object to this whole line of territory as incompetent, irrelevant and immaterial.

5663

A. I don't remember that the conversation dwelt upon New York City in particular, New York City was mentioned.

Q. Did he make any comparison between the conditions in New York City and any other part of the country? A. I don't recall that he did.

Q. That is all you recall now in that connection? A. I recall that Mr. Hoeppner said that there would be no strike, that they would operate in a different way, I asked him how and he would not tell me.

Q. Anything else, Mr. Nevitt? A. I don't re-
5664 member anything else in particular.

Q. You don't—— A. We had a plasant visit, and as I say talked on general subjects in a conversational way for about an hour.

Q. You don't recall any statement as to how they would give you trouble with the sale of your products?

Mr. Beattie: Objected to, they did not say they would.

Q. Have you given me all that you recall that

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they said? A. They told us if we didn't use the union label on our goods that we would have trouble in selling them generally throughout the country, and New York City was named among other points.

Q. Is that all that you recall in that connection? A. I don't remember in detail, that was the important thing that impressed me.

Q. Then I will ask you if you recall whether or not they said in what way you would have trouble? A. They did not tell me, tell us in just what way we would have trouble, but I asked them if there would be likely to be a strike here; he says, no, there would be no strike, but that our plans are such that we will secure our ends in some other way; I asked them how; well, he said, he did not care to state how.

5666

Q. The presumption was they were law abiding citizens? A. He said his association was general, and that it covered the whole United States, that they were a powerful organization, and he was sure if we did not put the union label on our goods we would not be as able to sell them as readily as if we had the label on.

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Q. When was this? A. February 1st, this year.

Q. I asked you, didn't I, whether you recalled any comparison made between New York and other sections of the country, and you said no? A. I don't remember whether he made any comparison.

Q. Do you recall whether he said the conditions prevailing in New York would be extended to other communities?

Mr. Beattie: Objected to as leading.

5668 Charles Nevitt, for Complainants—Cross.

A. I don't remember of his speaking if the inception of the enterprise being in New York, but he said it would be general all over the country. That is all.

Mr. Beattie: I ask that all his evidence be stricken out as to conversation with this Mr. Hoeppner as incompetent, irrelevant, immaterial and hearsay, and not binding on these defendants in any way.

5669 *Cross-examination by Mr. Beattie—*

Q. Do you know whether Mr. Hoeppner had an extensive acquaintance with New York City labor conditions? **A. I do not.**

Q. Do you know whether he had ever been there? A. I do not.

Q. Do you know who this Hoeppner was? A. I know he was a carpenter working for Brand & Son of this city.

Q. Is that a mill? A. Yes, sir; furniture and bar fixture factory.

Q. And is he there yet? A. I believe he is.

Q. Do you know whether he had any authority
5670 from any labor union? A. He said that he had.

Q. Did he show you any authority? A. He did not, he said that the three gentlemen represented a committee from the Carpenters' Union.

Q. He told you there would be no strikes anyway, didn't he? A. He said there would be no strike here in Oshkosh.

Q. Didn't you infer from what he said that there would be no strike anywhere? A. No, sir; I was particularly interested in Oshkosh, and asked if he was going to call a strike here, and he said, no they would not.

 5671

Q. You knew he could not in your mills? A. No, we have had strikes there.

Q. How long ago? A. 1898.

Mr. Merritt: Objected to as not cross-examination.

Q. Do you know yourself, since 1898 the character of your employees have changed materially, haven't they, as to the number of union people there? A. I don't know that they have.

Mr. Merritt: Objected to as not cross-examination. 5672

A. I cannot answer from my personal knowledge, I don't know how many.

Q. Did you win that strike in 1898? A. Yes, sir.

Mr. Merritt: Objected to as not cross examination.

Q. Do you know anything yourself as to the extent to which the label, the union label of the carpenters is used in the City of New York? A. I do not. 5673

Q. Don't you know that it is not used at all on a large part of the union goods that are used in the City of New York? A. I don't know anything about it, sir.

Q. Have you noticed any effects from the statements he made to you since February 1, 1908, 1911? A. There have been effects, I don't know whether it is on account of what he said.

Q. Was Mr. Nathan Paine there at the time? A. Edward Paine, his brother, was there.

5674 Charles Nevitt, for Complainants—Cross.

Q. You have no knowledge that either Mr. Hoeppner or the other two had the power or authority to represent the union or has ever done a thing in connection with that conversation from anything you know of? A. Excepting his statement to us.

Q. You know of nothing that Mr. Hoeppner has done in connection with that conversation since February 1, 1911? A. No, sir; I have not seen him since.

Q. He has lived in this town, and you knowing
5675 him and knowing where he works, if he was a representative of that union you would be likely to know it, wouldn't you? A. No, sir.

Q. It was easy for you to ascertain if he was a member of the union? A. I didn't try, sir, I didn't give it any attention after that day.

Q. You didn't give it much attention on that day, did you? A. I did not.

Q. You didn't think it amounted to anything? A. No, sir; simply thought we would bide our time.

Mr. Beattie: I move to strike out that an-
5676 swer as incompetent, irrelevant and immaterial and mere expression of opinion.

Mr. Maloney—

Q. Did you talk with Mr. Nathan Paine afterwards about the conversation you had with this Mr. Hoeppner? A. I believe I did.

Q. Did you tell him that they wanted you to use the union labor or the union label?

Mr. Merritt. I object to that as not proper

 5677

cross-examination and wholly immaterial as to what he told Mr. Nathan Paine.

A. A union label.

CHAS NEVITT.

Mr. Maloney: I move to strike out all this testimony as incompetent, irrelevant, immaterial and in no way binding upon the deterial and as hearsay and in no way binding upon the defendants.

Mr. Mayer: I join in that objection.

Mr. Merritt: I also wish to make the statement that the defendants' examination relating to the conditions of employment and to relations of any of these plaintiffs to associations which was not cross-examination and which had no connection with the direct examination is all testimony if relevant at all which defendant set forth a part of the defendants' case for which the defendants would be obliged to pay in connection with the taking of these depositions. 5678

Mr. Pinkerton: I understand it is agreed that the further taking of depositions will be adjourned until nine o'clock to-morrow morning, Sept. 8, 1911, at nine o'cock at the same place. 5679

Subscribed and sworn to before me this
25th day of November, A. D. 1911.

DAVID C. PINKERTON,
Notary Public,
Wisconsin.
(Notary Seal.)
My Com. expires Aug. 31, 1914.

5680 H. G. Gould, for Complainants—Direct.

September 8, 1911, depositions continued; same appearances.

MR. H. G. GOULD, a witness called on behalf of the complainants herein, and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says as follows:

Direct Examination by Mr. Walter G. Merritt—

5681 Q. Your full name? A. Harry G. Gould.

Q. Age? A. Thirty-eight.

Q. Address? A. Oshkosh, Wisconsin.

Q. You are connected with the Gould Manufacturing Company. A. Yes, sir.

Q. That is one of the complainants in this action? A. Yes, sir.

Q. In what capacity are you connected with it? A. Secretary.

Q. How long have you been secretary? A. Eighteen years.

Q. In that capacity, have you information or are you familiar with the conditions surrounding
5682 the employment of help in your mill? A. I am.

Q. And the conditions surrounding the sale of your product? A. Yes, sir.

Q. You have general charge of such matters? A. Yes, sir.

Q. In what State is the corporation organized? A. State of Wisconsin.

Q. And how long ago was it so organized, generally speaking? A. The corporation has been organized about twenty years; business been organized about forty-five years.

 5683

Q. What is the business of the corporation? A. Manufacture and sale of sash, doors, blinds and woodwork.

Q. In what State or States are its factories located? A. In the State of Wisconsin.

Q. All in Oshkosh? A. Yes, sir.

Q. Approximately how much have you invested in the business, has the corporation invested? A. $350,000.

Q. Approximately how many people does it employ? A. About 150.

Q. About how many of these are carpenters or 5684
woodworkers, that is, grouping the two titles? A. We have about twelve carpenters.

Q. How many woodworkers? A. About 138.

Q. You operate what is known as an open shop? A. Yes, sir.

Q. You don't discriminate against any man or woman because he or she is a member of any labor organization? A. No, sir.

Q. Have you ever refused to employ any one on such grounds? A. No, sir.

Q. Has your concern been visited in recent years by any people representing themselves to come 5685
from the Carpenters' Union?

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

Mr. Mayer: I object also on the same ground.

A. We have.

Q. About when did that visit take place, if you know? A. I don't remember the exact date.

Q. Can you give it approximately? A. I think it is five or six months ago.

5686 H. G. Gould, for Complainants—Direct.

Q. You gave an affidavit in this action for a preliminary injunction, didn't you? A. Yes, sir.

Q. I will ask you to examine this copy of your affidavit for the purpose of refreshing your recollection, and see if you can then give me the date of this meeting? A. That is about the date.

Q. What was the date? A. 30th of January, about that.

Q. And when was that affidavit made? A. The 4th of February.

Q. And you know it was true at the time it
5687 was made? A. Yes, sir.

Q. Where did this meeting take place? A. At our offce.

Q. Did your company seek it? A. No, sir.

Q. Who was present? A. The three representatives, I don't remember their names, and myself.

Q. Can you tell me the conversation so far as you recall it?

Mr. Beattie: Same objection, objected to on the ground that it is incompetent, irrelevant, and not properly connecting any identification of the person.

5688

A. They asked us if we would consider turning our works into a union shop, and I told them no. They visited with us pleasantly for a half an hour, said it would be a good thing for us if we would take such action; we told them we positively never could do that.

Q. Is that all that you recall A. Yes, sir.

Q. Don't you recall any statement as to why they thought it would be a good thing, or why they said it would be a good thing? A. They said some-

 5689

thing to the effect that we would have less trouble in disposing of our goods, etc., if we had the union label on the same.

Q. Did you state the general character of merchandise you sold? A. Yes, sir.

Q. In round numbers, what are your annual sales? A. $450,000.

Q. And approximately how much of this is sold to customers outside of the State of Wisconsin? A. About $300,000.

Q. How do you obtain your orders? A. Through salesmen. 5690

Q. Travelling salesmen? A. Yes, sir.

Q. Are orders taken subject to acceptance and approval at the factory? A. Yes, sir.

Q. Have you a representative in New York? A. We have.

Q. What is his name? A. Mr. C. P. Boyle.

Q. Have you an office in New York? A. No, sir.

Q. Where does Mr. Boyle do business? A. At his home.

Q. Is that in Brooklyn? A. Yes, sir.

Q. Can you give the amount of business you did in the City of New York in the year 1909; do you know what we mean by the City of New York? A. I have an idea. 5691

Q. That includes Brooklyn and the Bronx? A. Yes, sir.

Q. Manhattan, Richmond, etc., are these figures here covering New York City? A. Yes, sir.

Q. They are not New York City and vicinity? A. No; they cover New York City, what we speak of as New York City.

5692 H. G. Gould, for Complainants—Direct.

Q. You give me the amount of business in New York City which you did in 1909? A. $36,000.

Q. And how much in 1910? A. $83,000.

Q. Have you a customer by the name of Louis Bossert & Sons? A. We sell him occasionally; don't consider him our regular customer.

Q. Did you sell him in 1909? A. I am not positive.

Q. Can't you ascertain from the figures? A. Yes, sir, we did.

Q. And 1910? A. Yes, sir.

5693 Q. Have you got a customer by the name of Hardy Voorhees & Company? A. Yes, sir.

Q. Did you sell them in 1909? A. We did.

Q. And in 1910? A. Yes, sir.

Q. Can you give me the amount of business you did in 1910 in New York City in 1¾ sash? A. About twenty-five to twenty-six thousand dollars' worth.

Q. And how much did you do the first seven months of 1910 in New York City in that same line of merchandise? A. A little over $15,000.

Q. How much did you do during the first seven months of 1911 in the same merchandise in the
5694 same locality? A. $5,000.

Mr. Beattie: Objected to as incompetent, irrelevant, immaterial and not binding in any way on these defendants and move to strike out the answer.

Mr. Mayer: I join in the objection and the motion.

Q. You have a customer by the name of Parchelsky Bros., have you not? A. Yes, sir.

Q. Can you tell me how much of this business in

1¾ sash in 1911 during the first seven months of the year was with Parchelsky Bros., approximately? A. I don't think I could.

Q. Give me the item in March, 1911?

Mr. Beattie: Objected to on the ground it is incompetent, irrelevant and immaterial and not proper proof.

A. $1,659.

Q. Can you tell me whether that was goods shipped to Parchelsky Bros.? A. These were inch and ¾ sash shipped to Parchelsky. 5696

Q. And you could not tell how much of the balance went to Parchelsky; would some of it go to them? A. Yes, sir; but I couldn't tell how much.

Q. Can you tell me the total amount of business in round numbers that you did with Parchelsky Bros. in 1910? A. $22,000 worth, approximately.

Q. I show you what purports to be a telegram from Parchelsky Bros. and I will ask you whether you received that telegram in the ordinary course of business on or about the date which it bears? A. We did.

Q. And have you any way of knowing that it came from Parchelsky Bros. beyond the fact that it bears the printed name Parchelsky Bros. there? A. Confirmed by letter. 5697

Mr. Merritt: I will offer that in evidence. That will be Plaintiffs' Exhibit 3.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and not binding on the defendants and hearsay and wholly improper.

Mr. Mayer: I join in that objection.

5698 H. G. Gould, for Complainants—Direct.

Q. I show you a telegram purporting to come from Parchelsky Bros. dated June 2, 1911, and ask you if you received that on or about the date it bears, in the ordinary course of business?

Mr. Beattie: Objected to as irrelevant and immaterial.

A. We did.

Q. Was that telegram confirmed by letter? A. Yes, sir.

5699 Mr. Beattie: Same objection, and as referring to something subsequent to the action.

Mr. Merritt: Inasmuch as counsel has already examined the witnesses as to whether or not the business increased since the commencement of the suit under the protection of the temporary injunction, this telegram stating that the injunction was ignored may have some bearing.

Mr. Maloney: Is it possible that we are bound by the statement of Parchelsky Bros. that the injunction is ignored?

Mr. Merritt: I offered this in evidence as
5700 Plaintiffs' Exhibit 4.

Mr. Beattie: I object to any proof of violation of the injunction in this case and the means of doing it as incompetent, irrelevant and immaterial and hearsay.

Mr. Merritt: If it is not proof of the violation, it is at least evidence of the state of minds of the dealers in New York as to why they won't do business.

Mr. Mayer: I object to the telegrams offered in evidence on the ground that they are

incompetent, irrelevant and immaterial and that they have not been properly proven.

Mr. Maloney: This evidently is proof to show that the union will ignore an injunction, what is the use of getting an injunction?

Mr. Mayer: Also on the ground that these telegrams admittedly were sent, if they were sent at all, after the commencement of this action.

Mr. Maloney: I move to strike them out as incompetent, irrelevant and immaterial and hearsay, and relating to matters subsequent 5702
to the commencement of the action, not pleaded and in no way binding upon the defendants in this case and particularly these defendant unions or their members.

Mr. Beattie: And as no proof of the facts therein stated.

Q. I show you a letter dated July 2, 1911, purporting to come from Parchelsky Bros. and ask you whether you received that letter?

Mr. Beattie: I object to that question on 5703
the ground that it is incompetent, irrelevant and immaterial.

Q. I show you a letter dated July 2, 1911, purporting to come from Parchelsky Bros and will ask you whether you received that letter in the ordinary course of business through the mails shortly after the date which it bears?

Mr. Mayer: Objected to on the ground it is incompetent, irrelevant and immaterial seeking to inquire concerning matters sub

5704 H. G. Gould, for Complainants—Direct.

sequent to the commencement of the action, which have not been pleaded.

Mr. Maloney: Same objection and hearsay.

A. We received such a letter.

Q. In the manner stated? A. Yes, sir.

Mr. Merritt: I will offer that in evidence and ask to have it marked Plaintiffs' Exhibit 5.

Mr. Mayer: I object to that on the ground it is incompetent, irrelevant and immaterial and hearsay and not binding on these defend-

5705 ants.

Q. Have you a customer in New York City by the name of Thomas C. Edmonds & Company? A. We have.

Q. How much business did you do with that concern in 1909? A. $20,000 worth.

Q. And in 1910? A. $28,000.

Q. Have you a customer in the City of New York by the name of M. Arnstein? A. We have.

Q. How much did you do with that concern in 1910? A. $14,000.

5706 *Mr. Mayer*—

Q. In what year was that? A. 1910.

Q. I show you a letter purporting to come from M. Arnstein, addressed to your company, dated December 19th, 1910, and ask you if you received that letter in the ordinary course of business through the mails shortly after the date which it bears? A. We received such a letter in the manner stated.

H. G. Gould, for Complainants—Cross. 5707

Mr. Merritt: I will offer that in evidence as Plaintiffs' Exhibit 6.

Mr. Maloney: Objected to as incompetent, irrelevant and immaterial and as hearsay, and not binding on these defendants.

Mr. Mayer: I join in that objection.

Q. I will show you a letter dated August 30, 1911, purporting to come from George A. Shedd & Company, and ask you whether you received that letter through the mails in the ordinary course of business on or about or shortly after the 5708
date which it bears? A. We did receive such a letter.

Mr. Merritt: I will offer that in evidence as Plaintiffs' Exhibit 7.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial and as referring to matters subsequent to the commencement of the action, not pleaded, and as hearsay, and not binding on these defendants.

Mr. Mayer: I join in that objection.

Cross-examination by Mr. Beattie— 5709

Q. Parchelsky Bros. have been your largest customer in New York City for the last two or three years? A. They have not.

Q. Have you any larger customer? A. We have.

Q. Which is he? A. Thomas C. Edmonds & Company.

Q. That is, in 1910 Parchelsky Bros. bought $22,000 worth from you and Thomas C. Edmonds & Company bought $28,000 from you, a difference of $6,000? A. Yes, sir.

Q. And is Edmonds & Company your main customer in New York City? A. Those two are.

Q. Is this Thomas C. Edmonds the same Edmonds that the previous witness, Mr. Waters, testified concerning, showing a copy of the injunction to him last June, and asking for his trade? A. I believe so.

Q. Parchelsky Bros. have complained about the way you conduct your business, haven't they? A. In what way?

Q. In any way? A. Not to my knowledge.

5711 Q. Didn't they write to you on July 2, 1911, as shown by your exhibit, Plaintiffs' Exhibit 5, of this date, as follows: "We cannot understand why you delay all our orders which you have for us; you tell us you are going to ship them but you do not keep your promises"? A. Coming from Parchelsky we don't consider that a complaint.

Q. That firm so wrote to you on that date? A. Yes, sir.

Q. Does that statement of yours mean that what Parchelsky says is not reliable? A. No; it means that he duplicates that expression a good many times in a week.

5712 Q. Is the more it is duplicated the more unreliable it gets? A. The less attention is paid to it, that is all.

Q. Is that the only reason why it is unreliable, because it is repeated? A. Yes, sir.

Q. Don't you mean that he has repeated cause for it? A. No, sir.

Q. But you know he was not satisfied with the way you conducted your business regardless of your idea as to whether what he said was true or not? A. No, sir.

Q. You don't know that? A. No, sir.

Q. Then you believe that his complaints about the conduct of your business were unfounded, and that he believed it so, is that right; A. I think they are unfounded; I don't know what he believed.

Q. Did he also write to you on that date as follows: "We also must have the invoice and bill of lading on the day car leaves your factory; we have written you about this several times; it seems one day we get a bill of lading and a week later you send us the invoice, or just the opposite." Did he so write you at that time? A. I think so. 5714

Q. Also write to you: "We have received a bill of lading for a carload of goods several days ago, but up to the present time we have seen no invoice"? A. Yes, sir.

Q. And you lost his trade when, how long after that letter was written? A. We have not lost his trade.

Q. You have got his trade yet? A. We have for $1\frac{3}{8}$ inch sash only.

Q. Have you lost his trade in other lines of your work? A. We have to a certain extent. 5715

Q. How soon after this letter, July 2, 1911, did you lose his trade to a certain extent in other lines of work? A. On along during the course of that letter we were losing $1\frac{3}{4}$ inch trade.

Q. How do you account for the large increase of your business between 1909 and the end of the year 1910 in New York City? A. Due to the fact that we were new in that territory.

Q. When did you enter that territory? A. The last part of 1908.

5716 H. G. Gould, for Complainants—Cross.

Q. You knew these agreements between the different defendants of which you complain in the suit were in full force and effect in 1908, 1909 and 1910? A. We did not know that they were in effect at the time we entered the market.

Q. They could have no effect on your business or you would have known it, wouldn't you? A. There was no effect on the inch and 3/8 business at any time in that market.

Q. Inch and 3/8, was that your business mainly at that time? A. Yes, sir.

5717 Q. There is no effect now, is there? A. Not on the inch and 3/8.

Q. Not on the inch and 3/8? A. Not material.

Q. Then, really, your complaint is that you want these defendants restrained from interfering with the sale of all your goods, except 1 3/8 sash, is that it? A. Yes, sir.

Q. You have got no complaint at all as to the sales of 1 3/8 sash in New York City? A. Not up to date.

Q. These defendants are putting that up, putting that sort of sash up that is made by your mill wherever you can sell it in New York City?

5718 Mr. Merritt: Objected to as it is obvious this witness does not know who is putting that sash up and cannot testify on the same.

A. So far as I know inch and 3/8 sash are being used down there.

Q. Then if your business in 1 3/8 inch sash has deteriorated during the last three years, you know it is not due to the action of any of these defendants in New York City?

H. G. Gould, for Complainants—Cross. 5719

Mr. Merritt: Objected to on the same ground, and further on the ground that it is not cross-examination.

A. Our inch and 3/8 sash business has not deteriorated.

Q. Has your business with Louis Bossert & Sons of New York City increased since you entered that field in the year 1908? A. No, sir.

Q. Has it decreased? A. Yes, sir.

Q. Don't you know that Louis Bossert & Sons themselves conduct the largest non-union shop in 5720
the State of New York? A. I do not.

Q. You know it is a non-union concern, don't you? A. I do not.

Q. Don't you know it is the largest in the State of New York? A. I do not.

Q. You don't know that? A. No, sir.

Q. Aren't you familiar with this trade of yours? A. Yes, sir; but we don't consider Bossert a customer of ours.

Q. Is that why you answered those questions that you don't know the size of the shop or that it is non-union? A. I am not posted on his business at all. 5721

Q. Give us the figures, please, on Louis Bossert & Sons' business since 1908? A. Nothing in 1908; $3,000 in 1909; $793 in 1910.

Q. How about Hardy Voorhees & Company of New York City; give us their figures? A. Nothing in 1908; $822 in 1909; $1,041 in 1910

Q. Their business has increased; don't you know Hardy Voorhees & Company is a union concern? A. No, sir.

Q. You don't know it? A. No, sir.

5722 H. G. Gould, for Complainants—Cross.

Q. Do you know the contrary? A. No, sir.

Q. Don't you know that Louis Bossert & Sons are the largest makers of doors and windows east of Pittsburg? A. I do not.

Q. You don't know that? A. No, sir.

Q. Don't you know they are the largest in New York State? A. I do not.

Q. Have you ever heard of them? A. Yes, sir, we have heard of them.

Q. Don't you know that they do make these doors and windows? A. Yes, sir; it says that on
5723 their letterhead.

Q. And don't you know that they only order from you when their capacity is strained? A. I don't know that.

Q. Are you a member of the Veneered Door Association?

Mr. Merritt: Objected to as not cross-examination.

A. No, sir.

Q. Are you a member of the Eastern Door, Sash & Blind Manufacturers' Association?

5724 Mr. Merritt: Same objection.

A. Yes, sir.

Q. Are you a member of the Door, Sash & Blind Manufacturers' Association of the Northwest?

Mr. Merritt: Same objection, and on the further ground that there is nothing in the answer that in any way refers to the association in the Northwest, and any examination of this kind, if material at all, is only material as a special defense on the part of the defend-

ants, which would give an opportunity for the plaintiffs to rebut.

A. Yes, sir.

Q. Are you a member of the American Anti-Boycott Association?

Mr. Merritt: Same objection.

A. Yes, sir.

Q. Ever attend any meetings of that association? 5726

Mr. Merritt: Same objection.

A. No, sir.

Q. Did they ever have any meetings A I don't know.

Q. Did they ever send you notices of any meetings? A. Never have that I know of.

Mr. Merritt: I want to have my same objection continued to this entire line of examination.

Q. Is your only relation with that association 5727 and your membership consist of the privilege of sending them checks at certain intervals? A. Possibly.

Q. Isn't that really so, you have never heard of any meetings as a member, have you? A. I don't know that we have.

Q. Have you sent them any checks since August 31st last? A. This year?

Q. Yes, Sir. A. I think not.

Mr. Merritt: How is that material?

Mr. Beattie: That is a very important question.

Mr. Merritt: What is its bearing on this case? I want to reiterate the objection that the question is clearly incompetent, irrelevant and immaterial in this case, and that counsel knows that is is incompetent, irrelevant and imaterial, and that counsel knows that he is examining witness on that point for an entirely ulterior purpose and in that respect counsel is abusing his discretion as an exam-
5729 iner.

Mr. Beattie: I object to this homily on what I am doing and his statement of reading the action of my mind and as to my knowledge.

Q. Did you know that there was a depression in the business of the building trades in New York City during the last year or so? A. Yes, sir.

Q. Is that general over the country? A. We find it so.

Q. And do you know that the use of metallic doors and windows has grown considerably during
5730 the last year in New York City? A. We don't know anything about that.

Q. If it has, it would naturally affect your business to some extent? A. Not the class of trade we sell to, I think.

Q. If you don't know the class of trade that buys these metallic windows and doors, you cannot very well say? A. It has not affected our inch and $\frac{3}{8}$ sales perceptibly.

Further cross-examination by Mr. Maloney—

Q. Have you had any increase in the sales of

1 3/8 sizes? A. I think we have, a little bit.

Q. 1910 and 1911 in New York City? A. I couldn't give you that data.

Q. Can't you separate the sales of 1 3/8 from the other sizes so that we may know? A. I could get that in ten minutes.

Q. I think that is important. A. I could telephone and get it in two or three minutes.

Q. It has not been separated in these statements to which you have been referring? A. No, not here.

Q. What proportion of 1 3/8 have these customers to whom you have made reference used? A. About 80 per cent. 5732

Q. Has that been so constantly, since they started to do business with you? A. It has, up till about the last part of last year.

Q. Then 1 3/8 decreased in percentage? A. They increased; inch and 3/4 decreased.

Q. You did how much business in 1 3/8 in 1910 and 1911? A. In proportion?

Q. Ain't it larger in fact than what you did in previous years? A. Inch and 3/8 were greater in proportion than inch and 3/4. 5733

Q. There was a decrease in inch and 3/8? A. I couldn't tell that.

Q. What amount of business in 1 3/8 did you do in the City of New York in 1911?

Mr. Merritt: We will tell you in just a moment; he can give you the business in twelve months in 1 3/8 in 1910 and seven months 1911.

A. Inch and 3/8 1910, $57,000.

Q. In the City of New York? A. City of New York, out of a total of $83,000.

5734 H. G. Gould, for Complainants—Cross.

Q. What was it in 1911? A. Seven months, $38,911.

Q. Out of a total of—— A. $43,000.

Q. What proportion does the $37,000 bear to the $57,000 of the preceding year, comparing seven months with twelve? A. Shows an increase in inch and 3/8 sash business.

Q. Has that been true of your other business? A. That is about all the business we do in that market.

Q. Inch and 3/8? A. Sash.

5735 Q. You sell very little of the larger sizes? A. We sell very little doors in New York City; we sell mostly sash in that market.

Q. Does that same proportion of increase in 1 3/8 hold good in other parts, of other communities? A. We do not sell sash in other places, to speak of, except with glass in in this State.

Q. You have no way then of making any comparison? A. Really not.

Q. In a letter that you received from Arnstein, which has been offered in evidence, I noticed that he says: "I wired you this afternoon instructing you to stop work on all my 1 3/4" sash as the local
5736 carpenters' union refuse to handle any sash that are made in a non-union shop. Consequently, I am confronted with a serious obstacle, particularly regarding the sash now on the road." Did you have contracts with Arnstein at that time for this sash? A. Yes, sir.

Q. You complain here generally in the complaint about Arnstein's business in that respect and having to cancel the orders? A. Yes sir.

Q. Why should you cancel an order with Arnstein when you had a contract with him, if Arn-

stein unreasonably refused to take the sash merely because the union men would not put them up, why didn't you hold him to his contract? A. I don't know if we could hold him; we didn't have any written contract.

Q. You had an order? A. We had an order.

Q. And part of it had already been supplied? A. Yes, sir.

Q. Why didn't Arnstein have it put up by non-union men?

Mr. Merritt: Objected to as clearly incompetent. 5744

A. I can't tell you that.

Q. There was no collusion between you and Arnstein? A. No, sir.

Q. Can you give any good reason why you should refuse, why you should let Arnstein off on his contract because Arnstein insisted upon having union men put up his material? A. I don't think he insisted upon having union men put it up.

Q. Why didn't he have non-union men? A. I couldn't tell you.

Q. That is one of the complaints against these defendants, and we would like to know the reason why; there is no other reason that you can give except that you think Arnstein was in a position where he couldn't possibly employ anybody else? A. I think likely he was in such a position. 5745

Q. That is just mere belief on your part? A. He was taking inch and $\frac{3}{8}$ sash.

Q. He continued to take inch and $\frac{3}{8}$? A. Yes, sir.

Q. That didn't indicate he could get men to put that up? A. Yes, sir.

5740 H. G. Gould, for Complainants—Cross.

Q. Why couldn't he get men to put up the other?

Mr. Merritt. Objected to as calling for an opinion.

Q. Are you familiar with the labor conditions in New York? A. Only through the correspondence.

Q. This is the only knowledge you have, what you derive from these telegrams and letters, and your representative, Mr. Boyle, there? A. Yes, sir.

5741 Q. You said in this affidavit attached to the complaint that your company was for this reason that has been referred to in Arnstein's letter which has been offered in evidence, obliged to cancel the undelivered order placed by said Arnstein, and is that the only reason why you were obliged to cancel it, was because Arnstein must have union men to put up the material? A. Yes, sir.

Q. Edmonds, in the letter that you had from Boyle, which has been referred to, he says that Edmonds talks the same way, and that was the same reason that you had in that case? A. Yes, sir.

5742 Q. And did you have a contract in the same way with Parchelsky Bros.; that is, they had given an order for the purchase of certain sash, and you had executed a part of the order? A. Yes, sir.

Q. So you had a contract with them to supply them with certain sash? A. Yes, sir.

Q. They agreed to pay for it at certain prices? A. Yes, sir.

Q. You refer in your affidavit annexed to the complaint, you refer to a telegram from Parchelsky Bros. in January, 1911, asking if your sash was manufactured—was union-made? A. Yes, sir.

Q. And then Parchelsky had an order or contract with you at that time? A. Yes. sir.

Q. Did you cancel the contract with Parchelsky at that time? A. No, sir.

Q. Because that was finished then, was it? A. No, I don't think it is finished yet.

Q. It continued to go on with that order; was that $1\frac{3}{8}$ size? A. Supposed to be.

Q. What was the complaint with respect to $1\frac{3}{8}$ size? A. He made no complaint.

Q. This telegram wants to know whether your shop, the goods were union-made? A. He might 5744
have just asked that as a general question.

Q. That contract was not lost and it did not in any way affect that business? A. It affected inch and $\frac{3}{4}$ sash; when we sell Parchelsky sash we sell him sash; do not stipulate as to thickness.

Q. Did you have any other sizes than $1\frac{3}{8}$ under contract at that time? A. I couldn't tell without looking at the books.

Q. Do you make any complaint about losing Parchelsky's business, about losing larger sizes than $1\frac{3}{8}$? A. We have.

Q. In January, 1911? A. It was about that time that he stopped sending us inch and $\frac{3}{4}$ sash 5745
orders to any great extent.

Q. Did you have orders at that time from him for $1\frac{3}{4}$? A. I think a few.

Q. Because Parchelsky wanted union-made stuff, you lost his business at that time? A. We only lost it on $1\frac{3}{4}$ sash.

Q. Sizes larger than $1\frac{3}{8}$? A. We lost it to a certain extent.

Q. Did he continue to do business with you on

sizes other than 1⅜ in some respects? A. To a small amount, yes, sir.

Q. For the City of New York? A. Yes, sir.

Q. In Exhibit 3, which you have offered in evidence, Parchelsky says that Edmonds and Arnstein—those are two of your customers—have signed up with the unions; was that one of the reasons why you lost their business, so far as you know? A. That is one of the reasons why we lost their inch and ¾ sash business.

Q. Why is Parchelsky communicating always
5753 with Mr. Merritt, he says daily, about this matter.

Mr. Merritt: Objected to as clearly incompetent, irrelevant and immaterial, and as improper and unfair because it does not appear that this witness would know why Parchelsky should be communicating with Mr. Merritt.

A. We advised him to see Mr. Merritt as our counsel in New York.

Q. That is the complainants' counsel in this case? Was that for the purpose of having Par-
5754 chelsky joined in this complaint in any way? A. Quite the reverse—I guess I didn't get your question.

Q. (Question read.) A. No.

Q. Merely to find out what could be done for Parchelsky in this suit? A. Yes, sir.

Q. Parchelsky's idea was that by this injunction you were going to compel these union defendants to use the sash, was that the idea of the complainants, also? A. I didn't hear the question.

Q. Parchelsky's idea was that by obtaining this

injunction you were going to compel these people to use this sash? A. I don't know what his idea was.

Q. Was that the idea of the complainants, that you were going to compel these people to use this sash?

Mr. Merritt: Objected to as not cross-examination and not calling for any facts; what the ideas of the complaint were and the way they were going to get their legal relief was a matter for their attorneys. 5756

Q. Complainants' idea, not his complaint. A. I think the idea of the injunction was to secure the sale of the sash if possible.

Q. Did you tell Parchelsky, or lead him to believe, as he seems to express it, that by obtaining this injunction you were going to compel these people to use this sash? A. No, sir.

Q. Have you any idea that by the use of this injunction you could compel the defendant unions to put up this sash?

Mr. Merritt: I object to this question on the same ground, as it is clearly improper cross-examination; it is not calling for any facts whatsoever; it is a matter for the attorneys to say, how the relief shall affect these parties, the injunction and its terms as provided are the best evidence of what was sought in this suit and it is explicit. 5757

Q. You have offered this letter in evidence, and it has got this statement in it, and we have a right to cross-examine? A. I don't know whether we could or not.

5752 H. G. Gould, for Complainant—Cross.

Q. Did you make reply to this letter of Parchelsky? A. I think so.

Q. Have you got that here? A. I don't believe it is here.

Q. Can you tell me whether you disclaimed in writing to Parchelsky that you ever led him to believe that you could compel these people to put up this sash, to use this sash? A. No.

Mr. Merritt: Objected to as clearly incompetent, immaterial and irrelevant.

5753 Q. Was it true that you led Parchelsky to believe that, by any act of yours or any statement that you made? A. I don't think so.

Q. That is another of Parchelsky's unreliable or imaginary statements? A. Might be.

Q. He says in this letter that by signing up with them now we might be able to get them to use this sash? A. He probably refers to one order.

Q. One order? A. One order that he was trying to get accepted.

Q. An order entered of your sash. A. No; one order that the sash was down there and he tried to have hung; he figured if he signed up——

5754 Q. Was that sash of this variety 1⅜ in size? A. Yes, sir.

Q. Do you know whether he ever did sign up? A. I think he did not sign.

Q. What became of that sash? A. I believe afterwards they hung the sash.

Q. In the Exhibit 4, being telegram of June 2, 1911, from Parchelsky Bros., which has been offered in evidence, he complains that you did not protect him when other people are handling your

sash; do you know anything about that? A. Just read the telegram.

Q. He says, our customer still refuses to handle your sash; am communicating daily with Mr. Merrit; every large sash house that handles thick sash have signed agreement except us. Why should we make this fight single-handed when the other people handle your sash and there is no trouble—were they handling other sash of yours? A. The other people were handling inch and 3/8, but no inch and 3/4.

Q. Parchelsky seems to be complaining that 5756
there is discrimination? A. He labored under the impression we were selling Edmonds inch and 3/4.

Q. Did you make an investigation about this and find out that that was the fact and explain that to Parchelsky by correspondence? A. Yes, sir; we explained that to him.

Q. You have not got that here?

Mr. Merritt: Objected to as incompetent, immaterial and hearsay.

A. No, sir.

Q. When he said that other people had signed 5757
for the thick sash, do you know whether he referred to Edmonds and Arnstein: A. He did.

Q. And then the unions put that up? A. I don't know whether they put that up; they didn't buy this from us, not the inch and 3/4.

Q. Do you know from whom they did buy? A. I don't know.

Q. Do you know whether they bought them from any of the co-complainants? A. I don't know.

Q. Have you any reason to believe that they

did get them from any of the co-complainants? A. No reason.

Q. He says: We are losing business trying to be heroes. If we sign we can do business, we believe, like the others, unmolested. Did you say anything or take action with Parchelsky to prevent him from signing up, so as to do the business? A. We advised him not to sign.

Q. So that you really prevented Parchelsky from having the sash used? A. We didn't want to lose the sale of that thickness of windows.

5763 Q. How could they ever affect your sale? A. If he signed up with that union he would not buy inch and ¾ from us.

Q. Those the others were buying? A. Not from us.

Q. They were buying from other people? A. From union mills.

Q. It does not so say here; the telegram indicates plainly it is other people who are non-union mills.

Mr. Merritt: Objected to as incompetent, immaterial and irrelevant; this witness cannot be expected to know what is in Parchel-

5764 sky's mind.

Q. What I want to know is, were these sizes thicker than 1⅜ which were bought of other people, bought from any of the co-complainants or non-union shops as far as you know? A. I think not.

Q. What was the meaning of this about their signing up; they would not have to sign up if it was already a union shop? A. I guess I did not get the drift of your question; are you referring to Edmonds and Arnstein?

Q. I don't know to whom he refers, but you said Edmonds and Arnstein; where were they buying material? A. Before they signed this agreement they were buying from us.

Q. Not from any other parties at all? A. I don't think so.

Q. Are these the only people that you know they refer to, Edmonds and Arnstein? A. So far as I know.

Q. How did you find out that he referred to them? A. He mentioned them in his letters.

Q. You mean these letters that have been offered 5762
in evidence. A. In subsequent letters, other letters, he may not have mentioned it in these letters; he has mentioned it in letters.

Q. Other letters not in evidence here? A. No, sir.

Q. What I want to get at is this, Mr Gould: as I understand this telegram, Parchelsky says that if he signs up that he can do business like the others, unmolested, and he says in the same telegrams that the others are using your sash? A. He thinks the others are using our inch and ¾ sash, but he was mistaken; they were buying from us only 1⅜; by the signing up he would dis- 5763
continue buying inch and ¾ from us and would buy only inch and ⅜.

Q. You complain that Edmonds and Arnstein, you have lost their business because of union interference? A. On inch and ¾ sash.

Q. Now, you say they were using inch and ⅜ and not larger sizes? A. They were.

Q. How do you explain these two statements; aren't they inconsistent? A. I don't see it.

Q. You explained this telegram by saying he

was mistaken about Arnstein and Edmonds using sizes larger than 1⅜? A. From us.

Q. If they were only using 1⅜, how could the union interfere? A. They signed that agreement to use inch and ¾ sash from the union mills, and discontinue sending us orders for sash of that thickness; Parshelsky does not know that this has been done, he thinks that they are still sending us inch and ¾ orders.

Q. That took place along about the time of this telegram? A. Along about that time; yes, sir.

5765 Q. Have you got the telegram that you sent back to Parchelsky in reply to this one of the 24th of May, 1911, Plaintiffs' Exhibit 3? A. I don't think we have it here.

Mr. Merritt. You are willing to produce any of these papers if you can find it?

A. Gladly.

Q. How long will it take to get them, could you get over the telephone what was said in reply to this one? A. Yes, sir.

Mr. Merritt. When we examine Mr. Paine
5766 you can get that.

Q. Do you know what the agreement was that Parchelsky refers to that he signed up? A. He didn't sign.

Q. He has not, not Parchelsky signed up, but the one that Parchelsky refers to as having been signed up?

Mr. Merritt: I object to this as clearly incompetent, irrelevant and immaterial and hearsay evidence.

A. I think I know what it was; yes, sir.

Q. Did you ever see that? A. I believe I did see it.

Q. Was a copy of it sent to you by these people, Edmonds and Arnstein, the others? A. No, it was not.

Q. Where did you see the agreement, where do you think you saw it? A. I am not positive that I saw that agreement.

Q. You could not tell us what the substance of it was? A. No.

5768

Mr. Beattie—

Q. When you found that Parchelsky Bros. sales with you were decreasing, did you serve a copy of the injunction on him as T. B. Waters did on Edmonds & Company? A. No, sir.

Further cross examination by Mr. Mayer—

Q. Did you ever make a personal investigation of the building affairs in the City of New York? A. Only slightly.

Q. I mean, did you make any thorough investigation of the conditions there in the blind, window 5769
and sash trade? A. In reference to the union matter?

Q. In reference to all matters generally? A. I talked with Edmonds and Arnstein about it.

Q. That is all, you never talked with union representatives, did you? A. No, sir.

Q. You never went to the Master Carpenters' Association before you commenced this suit and asked any questions, did you? A. No, sir

Q. You never made any complaint to the Manufacturing Woodworkers' Association before you

signed this complaint and brought this action, did you? A. No, sir.

Q. Are you personally familiar with labor conditions in the City of New York except what you have heard from Edmonds, Arnstein and Parchelsky? A. No, sir.

Q. You want to do as much business as you can in the City of New York, isn't that a fact? A. We would like to keep what we have.

Q. You have been keeping it until 1910, haven't you? A. Fairly well.

5771 Q. You would like to get more business? A. In inch and three-quarter sash.

Q. In inch and three-quarter sash, and it is because you want to get more business that you have brought this action, isn't that so? A. To a large extent.

Q. And you know, do you know that these five woodworking defendants that are joined in this action are competitors of yours in inch and three-quarters sash? A. Some of them are.

Q. So you want some business or as much business as you can get in inch and three-quarters sash which is now done by these five concerns, or

5772 such of them as handle inch and three-quarter sash? A. Yes, sir.

Q. Is there any distinctive mark on your sash that anybody but an expert could tell? A. No; we show order number and the size.

Q. There is no name stamped on it, is there? A. No, sir.

Q. No particular identification to the ordinary observer? A. Not to the ordinary observer.

Q. In other words, the ordinary man working, setting that trim, could not tell whether it was

your stuff or some other stuff? A. Only after handling it once he might know after that.

Q. Knowing the first time whose it was from some outside information, he might know the second time it was your trim? A. Yes, sir

Q. If he was never told the first time he would not know the second or third time? A. Very probably not.

Q. Do you know, Mr. Gould, there are a great many non-union carpenters in the City of New York, particularly in the Borough of Brooklyn? A. I don't know. 5774

Q. You don't know anything concerning that? A. No, sir.

Mr. Maloney—

Q. Mr. Gould, I understood you on cross-examination to say, that the increase in your business in that territory, apparent increase in the gross business was due to the fact that you were new in that territory, is that right? A. Yes, sir.

Q. Is that a consequence that usually follows where you enter new territory, that there is an increase in succeeding years? A. Certainly, we start with naught. 5775

Re-direct examination by Mr. W. G. Merritt—

Q. You were asked, Mr. Gould, if you belonged to certain associations, referring to the Veneered Door Association, Eastern Sash & Door Association, and the Association of Sash, Door and Blind Manufacturers of the Northwest, I will ask you if your membership in any of these associations operates in any way to restrict you in active competition with all the complainants in this action?

5776 H. G. Gould, for Complainant—Re-direct.

Mr. Beattie: Objected to as calling for a conclusion and as incompetent, irrelevant and immaterial.

A. Not at all.

Q. I will ask you whether you are free to sell your merchandise in any territory whatsoever as far as any understanding goes with any other person or association in the same line of business? A. Absolutely.

Q. I will ask you whether you are free to sell
5777 your merchandise to any customers in any part of the country as far as any understanding or agreement goes with any association or concern in your same line of business? A. Absolutely.

Q. And are you free to charge any prices, referring to net prices, for your merchandise?

Mr. Beattie. Objected to as incompetent, irrelevant and immaterial.

A. We are.

Mr. Beattie: Object to this also as calling for a conclusion.

5778

Q. And does your understanding or agreement with any association in your line of business or any concern in your line of business restrict you in any way in the price that you may charge? A. Not at all.

Q. You have seen put in evidence here by the defendants certain circulars issued by the Eastern Sash & Door Association stating certain prices and recommending certain discounts, I will ask you whether or not your sales are most of them made at the prices stated in those circulars or

below those prices? A. Below those prices.

Q. And are your discounts higher in most every instance? A. Greater discounts.

Mr. Beattie—

Q. Have you read the circulars put in evidence? A. The last two we threw in the waste basket.

Q. You have not read any of them? A. No.

Mr. Mayer—

Q. Have the last two that you placed in the waste paper basket been received since the indictment of the Retail Lumber Association? 5780

Mr. Merritt: Objected to as incompetent, irrelevant and immaterial.

A. I can't tell.

Q. Have they been received recently? A. I didn't look at the date. I don't know the date the last one was received.

Q. Have the last two been placed in the waste basket since the adjudication against combinations fixing prices? A. I don't remember.

Q. Did you have some fear about keeping these papers, Mr. Gould? A. They were of no consequence. 5781

Q. Did you fear they might possibly be a source of trouble to you in the future if you did receive them or pay any attention to them? A. It never occurred to us.

Q. Did you think that those papers were sent to you for the purpose of increasing the revenue of the government in the way of postage stamps,

did you think that? A. I didn't give it any thought.

Q. Didn't you believe it was sent to you for some purpose or other? A. Sent to us because we are members of the association.

Q. And won't you possibly as members of the association you were entitled to receive the information therein contained, is that so? A. Probably.

Q. You seven complainants here all run non-union shops, do you not? A. I think so.

5783 Q. In that respect you are all doing business in the same way? A. Probably.

Q. You know that none of the shops of the complainants here are union shops, don't you? A. Yes, sir.

Q. And you are all paying about the same scale of wages? A. I don't think so.

Q. There is not any very great difference between the scale of wages paid at the Paine Company and your place? A. I don't know what scale they pay.

Q. You heard the testimony? A. I was not paying attention to that part of it.

5784 Q. Do you know any of the plaintiffs that are paying $4.50 per day to carpenters as a minimum wage? A. No.

Q. Do you know that the four woodworking defendants here are paying $4.50 in the Borough of Manhattan to their employees? A. I do not.

Q. Do you know that they are running their shops in New York with help that are being paid at least $4.50 per day? A. I do not.

Q. Do you know that this agreement which is attached to the complaint calls for the arbitration

of differences between employer and employee who joined in that agreement?

Mr. Merritt: I object to the examination of the witness as to consideration of any of these agreements, I object to the question.

A. It might, I don't remember.

Q. Do you know that it calls for the hours of labor for the men that work in these shops and are employed setting the trim? A. It might, I don't remember.

Q. Do you know that it sets forth the conditions under which they shall be employed? A. I don't remember. 5786

Q. Do you know that it sets forth the conditions under which the employers shall employ them?

Mr. Merritt: Same objection to all this line of examination, as it is asking the witness to construe an agreement to which he is not a party, and which speaks for itself.

A. I don't remember.

Q. Have you any bias or prejudice against labor and capital joining in trade agreements? A. Not unless it interferes with us. 5787

Q. If it happens to step on your corns then you kick? A. With the other foot; yes, sir.

Q. Do you complain of the agreement which you seek to have nullified setting forth the hours of labor?

Mr. Merritt: I object to the question because it does not call for facts, and is clearly an improper cross-examination, and on the further ground that nothing in the suit seeks

5788 H. G. Gould, for Complainant—Re-direct.

to nullify the agreement as an entirety, but only that part which restricts the use of non-union trim, does not in any way interfere with the conditions of employment under the agreement, or arbitration under the agreement, except the restriction against the complainants' goods.

A. We only object to the part that affects us.

Mr. Merritt—

5789 Q. Mr. Gould, those various questions I asked you in your examination as to whether you were engaged in active competition or not, do those apply to your business in the past also? A. Yes, sir.

Q. You have never been engaged in any combination restricting competition? A. Not for years.

HARRY G. GOULD.

Subscribed and sworn to before me this 21st day of November, A. D. 1911.

DAVID C. PINKERTON,

5790 Notary Public, Wisconsin.

My Com. expires Aug. 31, 1914.

[Notary Seal.]

Plaintiffs' Exhibit 1. 5791

It is stipulated that the originals of none of the exhibits offered in this case, either by the plaintiffs or the defendants, need be attached to the original depositions returned to the court, but that copies thereof may be attached with the same force and effect as if the originals were attached.

It is also further stipulated that neither the originals nor copies of Defendants' Exhibits "C" and "D" need be attached, and that the same can be supplied by the defendants when the depositions are opened.

5792

COPY OF PLAINTIFFS' EXHIBIT 1.

Aug. 17, 1910.

Morgan Door Co.
Oshkosh, Wisconsin.

Gentlemen:—

The United Brotherhood of Carpenters and Joiners of America, called all our men out on strike on account of using your doors. They have advised us that they will not allow any of their work in our shop if we handle any more non-union material. In order to re-open our factory and go on with our work, we had to agree to forfeit $1,500 to them if any non-union material is used. This, of course, means that we cannot purchase any more doors from you unless you unionize your shop and thus make union doors. They have allowed us, however to take in the car of closet fronts and car doors which were ordered prior to March 14th, and we would ask that you get them all here inside of thirty days, as our agreement is only continued for this length of time, or in other

5793

5794 Plaintiffs' Exhibit 1a.

words, we are on trial for this short period, and if not carried out to their satisfaction, they will not renew the agreement with us, and refuse to allow any of our material to be put up. They also informed us that they would refuse to put up any of your material, so if you care anything for this market you had better unionize your shop.

Very Truly Yours,

VAN NEST WOOD WORKING CO.

(Signed) A. T. MACKENZIE, Sec'y.

5795 Ex. 1, J. E. Morgan.

COPY OF PLAINTIFFS' EXHIBIT 1a.

"This contract entered into on the 16th day of August, 1910, between Van Nest Wood Working, party of the first part, and United Brotherhood of Carpenters and Joiners of America, general offices at Indianapolis, Indiana, and its subordinate body, Joint District of New York, of the second part.

The party of the first part hereby agrees for a
5796 period of thirty days from the above date to manufacture all building material or purchase same from factories employing members of the parties of the second part, and further agree to comply with such laws and regulations as embodied in agreement with Manufacturers Woodworkers' Association hereto attached, which it is provided for the employing mill owners to follow in said agreement; and the parties of the second part agree to furnish, on reasonable notice to the party of the first part, competent carpenters who will work upon said material at union rates or wages.

Plaintiffs' Exhibit 1a. 5797

If the party of the first part can show acknowledgments of orders given by it prior to March 14, 1910, for one carload of base, one carload of dresser fronts, and one carload of Morgan doors, they shall be excepted from the provisions of this agreement; otherwise they shall not be exempted.

In case of the breach of the terms, or any of the terms of this agreement, by the party of the first part, then the party of the first part forfeits and agrees to pay as liquidated damages to the parties of the second part, the sum of fifteen hundred dollars. 5798

In Witness Whereof, the party of the first part has caused these presents to be signed by its proper officer and its corporate seal to be affixed and the parties of the second part have caused these presents to be signed by their proper officers empowered to execute the same."

(This contract was signed by members of the U. B. of C. & J. as well as by the Van Nest W. W. Co.")

Ex. 1a, J. E. Morgan.

5799

5800 Plaintiffs' Exhibit 2.

COPY OF PLAINTIFFS' EXHIBIT 2.

Gen. office and warehouses
Buffalo, N. Y.

Western Office, Tacoma, Wash.
Factory, Milwaukee, Wis.

New York Office
IROQUOIS DOOR COMPANY
Manufacturers
DOORS, SASH, MOULDINGS, GLAZED WINDOWS, INTERIOR FINISH, COLUMNS, ETC.
5801 18 Broadway,

New York City, Oct. 15, 1910.

THE R. MCMILLEN CO.
Oshkosh, Wis.

Gentlemen:—

We are very sorry to say that on account of the union situation in New York City it is necessary for us to cancel any and all unfilled door orders which we may have with you for shipment to any station in Greater New York or to New York City for lighterage delivery. We regret the necessity
5802 for taking this action, but the situation in this city is such that we cannot continue to use goods made in "unfair" shops. You will therefore make cancellation as instructed.

Yours Truly,

IROQUOIS DOOR COMPANY.

Received Oct. 18, 1910.
The R. McMillen Co.
BPS)D
Ex. 2, J. E. Morgan.

Plaintiffs' Exhibit 3-4. 5803

COPY OF PLAINTIFFS' EXHIBIT 3.

(This is on Western Union Telegraph Co. blank.)

Brooklyn, N. Y. 5-24-1911.

GOULD MFG. CO.,

If it will save expense leave margins in Transoms 6" instead of 5" order 5805. Ship car this week sure including above order. The Union wants us to sign up to use Union $1^3/_4$" sash only. Edmonds and Arnstein have already signed, are 5804
they buying from you? Wire this information immediately. Nobody wants to buy $1^3/_4$" sash unless we guarantee Union sash. We are losing considerable orders, the Carpenters will not hang your heavy sash.

PARSHELSKY BROS.

(Paid)
Ex. 3, Harry G. Gould.

COPY OF PLAINTIFFS' EXHIBIT 4. 5805

(This is on Western Union Night Letter blank)

Brooklyn, N. Y. June 2 1911

HARRY GOULD,
Care Gould Mfg. Co.
Oshkosh, Wis.

Our customer still refuses to hang your sash. am communicating daily with Mr. Merritt every large sash house that handles thick sash have signed agreement except us why should we make this

5806 Plaintiffs' Exhibit 5.

fight single handed when the other people handle your sash and there is no trouble what is our gain all we know we are losing business try to be heroes if we sign we can do business we believe like the others unmolested the union still ignores all court injunctions wire immediately important.

PARSHELSKY BROS.

5 AM

Ex. 4, Harry G. Gould.

5807

COPY OF PLAINTIFFS' EXHIBIT 5.

Telephones, 4200-01-02 W'msburgh.

PARSHELSKY BROS., INC.

PLATE AND WINDOW GLASS, SASH, DOORS, BLINDS AND TRIM.

59 Montrose Avenue.

Warehouses:
St. Nicholas Ave & Jefferson St.

5808

Brooklyn, N. Y., July 2, 1911.

MR. HARRY GOULD,
Oshkosh, Wis.

Dear Sir:—

In regard to the union sash, we do not know what to do just now, as it seems that the lawyers in New York cannot do anything, the carpenters refuse to hang the sash and the builders refuse to accept same under these conditions.

It seems that the temporary injunction that you

got out is of no use as these people pay no attention to same, and we are tied up with the money on this job. We have paid for the sash, leaded glass, labor, etc., and you must also realize that the time some action is taken these builders might become busted. Nowadays a man is good today, but you can never tell what becomes of him tomorrow. We cannot take any chances by waiting three or four months until some action is taken. From the start, we were led to believe that by obtaining this injunction you were going to compel these people to use the sash, but they absolutely pay no attention to same. This is a very serious situation and some action must be taken without further delay.

We believe that by signing up with them now, we might be able to get them to use the sash, otherwise we will have several thousand dollars all tied up.

Also, we cannot understand why you delay all our orders which you have for us, you tell us you are going to ship them but you do not keep your promises.

We also must the invoice and bill of lading mailed on the day car leaves your factory, we have written you about this several times. It seems one day we get a bill of lading and a week later you send us the invoice or just the opposite.

We have received a bill of lading for a car load of goods several days ago, but up to the present time we have seen no invoice.

Kindly let us hear from you, and oblige,

Very Truly Yours,

PARSHELSKY BROS. INC. P.

Dict IP/EB

Ex. 5, Harry G. Gould.

5812 Plaintiffs' Exhibit 6.

COPY OF PLAINTIFFS' EXHIBIT 6.

9951
Telephone 9953 Riverside.
M. A.

M. ARNSTEIN
Polished Plate & American Window Glass
Window Sash and Glass for new buildings
792 Amsterdam Avenue

French Mirrors
5813 Stained and Leaded glass
Figured and rolled glass

New York, Dec. 19, 1910.

Gould Mfg. Co.
Oshkosh, Wis.

Gentlemen:—

I wired you this afternoon instructing you to stop work on all my $1\frac{3}{4}$" sash, as the local carpenters union refuse to handle any sash that are made in a non-union shop. Consequently, I am confronted with a serious obstacle, particularly regarding the sash now on the road.

5814 At present, I am at loss to know how to remedy same.

I believe it will be necessary for your concern to make some arrangements to unionize part of your shop, or use some other methods whereby the local carpenters will recognize you as a union shop, if you intend to hold the Eastern market for $1\frac{3}{4}$" sash.

I believe it would be sufficient to call it a union shop if established under a different name, and have a certain number of men put the sash to-

gether who would work on a strictly union basis, in accordance with the by-laws and regulations of the Brotherhood Carpenters' Union.

Of course, these are merely suggestions, but I sincerely hope you will find some easier way out of it.

Is there any possibility of your helping me out with the car now on the road, as they will otherwise be a total loss to me for the union refuses to handle these sash unless I can prove that they are union made.

Is there any possibility to work this matter in 5816
the lines your Mr. Boyle suggested, or can you find any ways or means of overcoming this obstacle which has just arisen.

Hoping to receive a favorable reply, I am,

Yours Very Truly,

MORITZ ARNSTEIN.

Ma M

Received
Dec. 21, 1910.
Entered .....
Answered 5817

Ex. 6, Harry G. Gould.

5818 Plaintiffs' Exhibit 7.

COPY OF PLAINTIFFS' EXHIBIT 7.

Jos. A. Mahoney, Pres.
Chas. H. Kelley, Vice-Pres.
Geo. A. Shedden, Secy. & Treas.

GEORGE A. SHEDDEN COMPANY
Building Construction
118 East 28th Street, New York.

Telephone
Madison Sq. 8964.

5819

August 30th 1911.

Gould Mfg. Company,
Oshkosh, Wis.

Gentlemen:—

We expect, in a short time, to be in the market for a considerable amount of sash, doors and trim. This material is to be used in New York City and must consequently come from a union shop. We desire to know whether or not your shop is a union shop. An early reply will be appreciated.

Yours Very Truly,

5820

GEORGE A. SHEDDEN COMPANY,

Geo. A. Shedden,

Secy. & Treas.

Received
Sep 1, 1911
Entered .....
Answered .....

Ex. 7, Harry G. Gould.

Plaintiffs' Exhibit 8. 5821

COPY OF PLAINTIFFS' EXHIBIT 8.

(Copy)

June 5, 1911.

PARSHELSKY BROTHERS,
Brooklyn, New York.

Gentlemen:—

We received your letter of the 3rd this morning, and inasmuch as Mr. Paine was in New York, we took this matter up with the only other concern 5822
here interested in that market, The Morgan Company. We talked the situation over thoroughly and concluded that the right thing to do was to stand by you and accordingly sent telegram as per enclosed copy. Nathan Paine is in New York City at the preesnt time and we also sent a message to him; we are also writing Merritt.

The more that we thought of this matter the more we thought it would be better for you not to sign the agreement especially when you have held out this length of time.

The difference between the prices which those who sign the agreement must get for their goods 5823
buying from the local mills there, and the prices at which you can sell goods buying from outside mills, like our own, ought to be quite a margin.

Now, we cannot say right out to you that we would stand any amount of damage on account of handling our $1^{3}/_{4}$" sash, as the amount involved might be very great. We feel, however, that when we stated that we would take the risk on $1^{3}/_{4}$" sash we furnished up to the amount of the invoices for same we were doing all we possibly could. It would ot be advisable to pursue this policy in-

5824 Plaintiffs' Exhibit 9.

definitely but feel it would do no harm on one, two or possibly three jobs knowing that you will do your best to have the sash accepted, and that you will treat us on the square.

Referring to your other letter of the 3rd in regard to order 5411, beg to state that these segment sash we shipped in car 9508, invoice for which has been on the way for some time.

Kindly let us know if anything new comes up by wire or letter.

Very Truly Yours,

5825

GOULD MFG. CO.

Ex. 8, Harry G. Gould.

COPY OF PLAINTIFFS' EXHIBIT 9.

(Copy)

May 25, 1911.

PARSHELSKY BROS.,
Brooklyn, New York.

5826

Gentlemen:—

We are in receipt of your wire of the 24th, but did not reply by wire, as we thought it unwise. Now, first in regard to the transoms. They are all torn to pieces and we are making them up again with 5" margins. It will be impossible to ship this car Saturday, but think we will get it away from here Monday without fail.

Now, in regard to the $1^{3}/_{4}$" sash business. We are enclosing a clipping from a newspaper, which

Defendants' Exhibit A. 5827

shows the conditions of the market. There is no question but what the Unions can be beaten in this matter, and would advise you not to sign any agreement eliminatig Non-union sash of any thickness. If you will take this stand it might be the means of bringing the matter to a head. The injunction is certainly broad enough and no Union would dare to stop work on any of your jobs without being liable.

Without naming the customer, we wrote you a day or two ago, that some of our customrs there were sending in $1\frac{3}{4}$" sash orders, which were corrected sizes on orders placed in 1910. You could do this same thing if you thought it necessaary. 5828

Should you think it advisable to sign up with the Unions you might, at least, put in the stipulation that the 4,000 $1\frac{3}{4}$" windows, which you have already ordered with us could be taken.

We trust that by this time you have talked with Mr. Merritt and that he has given you something encouraging.

Very Truly Yours,

GOULD MFG. CO.

Ex. 9, Harry G. Gould. 5829

COPY OF DEFENDANTS' EXHIBIT "A".

EXTRACT FROM MARKET REPORT
of February 14th, 1911,
On All Kinds of Mill Work

Compiled by G. W. Dwelle, Secy.

From quotations made most recently by manu-

facturers of sash, doors, blinds and all kinds of mill work as shown on the following pages. Complete reports in pamphlet form.

CIRCULAR NO. 40.

APPLYING ON THE REVISED PRICE LIST OF MARCH 8, 1910.

For all of the state of New York and *all of the state of New Jersey, and all that portion of the state of Pennsylvania east of the counties of Pot-*
5831 *ter, Clinton, Center, Huntington and Fulton,* and all of the New England states, prices are as follows:

Carload Shipments:

Doors.

White Pine, 10 or more of a size and kind 75%
White Wood, 10 or more of a size and kind, 73%.
Chestnut, 10 or more of a size and kind, 74%.
Cypress, 10 or more of a size and kind, 80%.

Stock doors in lots of 100 or more, local shipments, 10 or more of a size and kind shipped loose,
5832 two points less discount than carload shipments.

Open Sash, 250 pairs or over, in one shipment, 10 or more of a size and kind, 78%.

Open sash, selected for oil finish, 250 pairs or over, in one shipment, 10 or more of a size and kind, 73%.

Inside blinds, 10 or more of a size and kind, 79%.

Outside blinds, 500 pairs or over, 10 or more of a size and kind, 19c per lin. ft.

Less for No. 2, all pine, 1c net per lin. foot.

Less for No. 2, mixed slats, 2c per lin. foot.

Defendants' Exhibit A. 5833

Less than Carload Shipments:

Doors,

White Pine,
10 or more of a size and kind, 68%.
Less than 10 of a size and kind, 65%.
White Wood,
10 or more of a size and kind, 68%.
Less than 10 of a size and kind, 65%.
Chestnut,
10 or more of a size and kind, 70%.
Less than 10 of a size and kind, 67% 5834
Cypress and N. C. Pine.
10 or more of a size and kind, 75%
Less than 10 of a size and kind, 72%

Open Sash,
10 or more of a size and kind, 71%.
Less than 10 of a size and kind, 68%.

Open sash, selected for oil finish,
10 or more of a size and kind, 69%.
Less than 10 of a size and kind, 66%.

Inside blinds,
10 or more of a size and kind, 77%. 5835
Less than 10 of a size and kind, 75%.
Less for No. 2, four-fold, 2c net per lin. foot.

Outside blinds,
10 or more of a size and kind, 24c per lin. foot.
Less than 10 of a size and kind, 22c per lin. foot.
Less for No. 2, all pine, 1c net per lin. foot.
Less for No. 2, mixed slats, 2c net per lin. foot.
All prices on Outside Blinds apply only to blinds 2 ft. $10\frac{5}{8}$ inches wide or less, on both carload and less than carload shipments.

Parties wishing to quote Outside blinds at a discount can use discounts 81 per cent, 79 per cent and 78 per cent respectively, which will net blinds 2 ft. 10⅝ in. wide or less as herein stated.

N. B. Outside blinds with 2⅛ in. stiles extra, 1c net per lin. foot.

"That all sash ½" to ⅝" wider wood than New York openings should be sold at one point less discount."

"That No. 2 Sash shall be two points greater discount than No. 1."

5837 In New England territory where Boston sizes of sash and blinds are used the discounts adopted apply on the official price list of the New England Sash & Blind Manufacturers, revised May 10, 1907, and same are as follows:

10 or more of a size and kind, 60% and 10%.

Less than 10 of a size and kind, 35%.

On Front Doors same discounts apply as on room doors of same kind of wood in like quantities.

It is agreed that an extra of 10 cents net per door shall be charged for all doors bundled, excepting Veneered Doors, and that this shall be so

5838 stated on all Discount Sheets.

Terms of Sale: All accounts are due and payable on the 10th of the month following date of shipment, and must be settled by that date less 1½ per cent by check or by a two months' note dated the first of that month.

Attention is called to the fact that all Discounts herein given apply on the revised Price List of March 8, 1910, which is the Official Price List of this Association, and that a resolution was adopted at the meeting on the 11th of October to

the effect that all members of the Association will in future use exclusively the revised Price List of March 8, 1910, in all territory from that date and refuse to quote from any other Price List.

Attention is also called to the further fact that the revised Price List of March 8, 1910, provides for Bead and Cove doors.

Single sash not listed in the revised Price List of March 8, 1910, should be figured in accordance with the following:

For single sash not listed, other than 9-ltd., use as follows: 5840

For 1 or 2-ltd., use price of 2-ltd. check rail window of required thickness and opening, and add 10% thereto.

For 3 or 4-ltd., use price of 4-ltd. check rail window of required thickness and opening, and add 10% thereto.

For 6 to 12-ltd., use price of 12-ltd. check rail window of required thickness and opening, and add 10% thereto.

If required opening is not given, use price of next larger sized opening.

On page 109 of the Price List, referring to transom sash, which you will observe are 1 or 2-ltd., you will find the following: 5841

"For sizes other than listed, use price of 2-ltd. window and add 10%", and it is the intention to have this rule apply to all single sash not listed, other than 9-ltd.

5842 Defendants' Exhibit B.

COPY OF DEFENDANTS' EXHIBIT "B."

COPY OF THE MINUTES
of the annual meeting of the
VENEERED DOOR ASSOCIATION
held in
New York City, February 14, 1911.

The meeting was called to order by the President, Mr. G. W. Crooks, at the Park Avenue Hotel, Tuesday afternoon, the 14th of February, 1911.

5843 The roll call showed that the following named manufacturers of the Association were represented:

Bartlett & Co., Binghamton, N. Y.
McConnell Mfg. Co., Hornell, N. Y.
Paine Lumber Co., Oshkosh, Wis.
A. Roberson & Son, Binghamton, N. Y.
Park Winton & True Co., Addison, N. Y.
The Empire Sash & Door Co., Friendship, N. Y.
Williamsport Planing Mill Co., Williamsport, Pa.
The Markert Mfg. Co., Syracuse, N. Y.
Morgan Co., Oshkosh, Wis.

5844 C. H. Rugg Co., Rochester, N. Y.
Crampton & Belden Mfg. Co., Green Island, N. Y.
The Wm. H. Burton Co., Albany, N. Y.
Orcutt & Porter Co., Mechanicsville, N. Y.
Peck Lumber Mfg. Co., Scranton, Pa.
C. C. Kellogg & Sons' Co., Utica, N. Y.
The H. B. Porter & Son Co., Norwich, Conn.
W. D. Crooks & Sons, Williamsport, Pa.
Penna. Door & Sash Co., Philadelphia, Pa
G. A. Clark Co., Sidney, N. Y.

Defendants' Exhibit B. 5845

Standard Millwork Co., Norwood, Ohio.
Hyde-Murphy Co., Ridgway, Pa.
Montgomery Door & Sash Co., Montgomery, Pa.
Selden Cypress Door Co., Palatka, Fla.
T. W. Thayer Co., Cazenovia, N. Y.
Jamestown Mantel Co., Falconer, N. Y.
The R. McMillen Co., Oshkosh, Wis.

There being no objection, the minutes of the meeting of October 11, 1910, were approved as sent the several members of the Association shortly after that meeting.

The Treasurer, Mr. R. C. Markert, submitted a 5846
detailed report showing receipts and disbursements for the association year ending February 14, 1911.

Total receipts were	$1,177.09
Total disbursements were	1,161.24
Balance on hand Feb. 14, 1911	$15.85

On motion, the Treasurer's report was accepted and ordered placed on file.

The Executive Committee reported that in executive session they had in compliance with the 5847
Constitution, estimated the expenses for the coming association year and to meet same had adopted the following resolution.

Resolved, That an annual assessment of $35.00 be and hereby is made upon each member of the Veneered Door Association to meet the current expenses of this association year, payable in equal semi-annual payments, the first of which is now due and the Treasurer is hereby authorized to collect it immediately, and the second of which will become due in July next, and the Treasurer

is hereby authorized to collect same at that time, and the Secretary is hereby instructed to notify the members of their respective assessments in due time.

On motion, the report of the Executive Committee was accepted and their action respecting assessments was approved.

The annual election of officers followed.

On motion, officers as follows were elected for the current association year:

President..Mr. G. W. Crooks of Williamsport, Pa.
5849 Vice President..Mr. C. H. Hallett of Hornell N.Y.
Treasurer...Mr. R. C. Markert of Syracuse, N. Y.
Secretary....Mr. G. W. Dwelle of Syracuse, N. Y.

The President elect, Mr. G. W. Crooks, on taking the chair thanked his associates for the continued honor conferred upon him, and subsequently announced the following gentlemen as Executive Committee for the current association year:

Mr. G. I. True, Chairman, of Park, Winton & True Co., Addison, N. Y.

Mr. A. S. Bartlett, of Bartlett & Co., Binghamton, N. Y.

Mr. H. A. Staib, of Williamsport Planing Mill
5850 Co., Williamsport, Pa.

Mr. C. H. Hallett, of McConnell Mfg. Co., Hornell, N. Y.

Mr. L. P. Wood, of Crampton & Bolden Mfg. Co., Green Island, N. Y.

Mr. N. T. Porter, of Orcutt & Porter Co., Mechanicsville, N. Y.

Mr. R. N. Wheeler, of Hyde-Murphy Co., Ridgway, Pa.

Mr. R. D. Rowley, of the Empire Sash & Door Co., Friendship, N. Y.

Defendants' Exhibit B. 5851

At the request of the President, the manufacturers in attendance reported upon the condition of the business of their respective companies during the past year. These reports indicated substantially the same as the reports of the manufacturers in attendance at the meeting of the Eastern Door Sash & Blind Manufacturers' Association which was held earlier in the day. Namely, that on the whole there was a fair volume of business the past year, although some of it was taken at a sacrifice of profits; that in some instances while the volume of business was reported good, the profits were 5852
unsatisfactory; that in other instances while a smaller volume of business was reported, the profits were satisfactory. Some excessively severe competition was reported on veneered doors. The reports on the whole indicated that profits were not satisfactory during the past year. However, the sentiment of the manufacturers in attendance was to the effect that there would be a good volume of business during 1911 and it is most earnestly hoped it will be secured at profitable prices. Every manufacturer is familiar with the fact that price cutting does not stimulate 5853
business and it is believed that a waiting policy is the wisest policy manufacturers can pursue under existing conditions. To force business under such conditions is obviously to sacrifice prices.

Prices were then discussed and on motion the following resolution was adopted:

RESOLVED, that we recommend that the discounts adopted at the meeting of October 11, 1910, be and hereby are reaffirmed.

These discounts apply upon the revised veneered door list of June 14, 1910, and are as follows:

5854 Defendants' Exhibit B.

Carload shipments:

10 or more of a size and kind shipped loose	80 per cent.

Local Shipments:

Orders for 100 or more stock doors crated, 10 or more of a size and kind	78 per cent.
Orders for less than 100 doors crated, 10 or more of a size and kind	77 per cent.
5855 Orders for less than 10 doors crated, 5 or more of a size and kind	75 per cent.
Orders for less than 5 doors crated, of a size and kind	73 per cent.

It is agreed that all items of less than five of a size and kind in any specifications shall take the discount for less than 5 of a size and kind.

The revised Veneered Door List is based on 1¾" doors.

For 1⅜" doors deduct 2c. per square foot net.

A circular letter advising of the action taken at the Annual meeting with respect to prices was 5856 mailed the several members of the Association on the 18th inst.

An interesting and informal general discussion followed.

It is suggested that the members generally make an earnest and concerted effort to thoroughly establish the use of the revised Veneered Door List throughout this territory for Special Veneered Doors.

There being no further business before the Association to dispose of, on motion to adjourn, the following resolution was adopted:

Defendants' Exhibit C-D. 5857

Resolved, that the next meeting of this Association shall be held at the Park Avenue Hotel in New York City, at 12:30 P. M. the second Tuesday in June.

The second Tuesday in June will be the 13th of June.

The Secretary desires to report the following new members since the October meeting:

T. W. Thayer Co., Cazenovia, N. Y.

Jamestown Mantel Co., Falconer, N. Y

The R. McMillen Co., Oshkosh, Wis.

G. W. DWELLE, 5858
Secretary.

DEFENDANTS' EXHIBIT "C."

Is the Price List of the Veneered Door Association revised June 14th, 1910.

DEFENDANTS' EXHIBIT "D."

Is the price list of the Eastern Door, Sash & 5859
Blind Manufacturers', revised March 8th, 1910.

5860 Defendants' Exhibit E.

COPY OF DEFENDANTS' EXHIBIT "E."

COPY OF THE MINUTES
of the annual meeting of the

EASTERN
DOOR, SASH AND BLIND MANUFACTURERS' ASSOCIATION
held in
New York City, February 14, 1911.

5861 The meeting was called to order by the President, Mr. N. T. Porter, at the Park Avenue Hotel, Tuesday morning, the 14th of February, 1911.

The following named manufacturers of the Association were represented in person or by proxy:

Park, Winton & True Co., Addison, N. Y.
Orcutt & Porter Co., Mechanicville, N. Y.
J. E. Patterson & Co., Pittston, Pa.
The Market Mfg Co., Syracuse, N. Y.
Bartlett & Co., Binghamton, N. Y.
A. Roberson & Son, Binghamton, N. Y.
McConnell Mfg. Co., Hornell, N. Y.
Mershon, Eddy, Parker Co., Saginaw, Mich.

5862 C. C. Kellogg & Sons Co., Utica, N. Y.
Paine Lumber Co., Oshkosh, Wis.
C. H. Rugg Co, Rochester, N. Y.
The Wm. H. Burton Co., Albany, N. Y.
Peck Lumber Mfg. Co., Scranton, Pa.
Williamsport Planing Mill Co., Williamsport, Pa.
T. W. Thayer Co., Cazenovia, N. Y.
Selden Cypress Door Co., Palatka, Fla.
Crampton & Belden Mfg. Co., Green Island, N. Y.

The Empire Sash & Door Co., Friendship, N. Y.
The Wheeler Osgood Co., Tacoma, Wash.
Conrad Lee, Wilkes-Barre, Pa.
Wetherhorn & Son, Charleston, S. C.
The E. F. Emerson Co., Randolph, Vt
Morgan Co., Oshkosh, Wis.
Denton & Waterbury, Whitesboro, N. Y.
I. M. Edgcomb's Sons' Co., Knoxville, Pa.
John Benore, Scranton, Pa.
Montgomery Door & Sash Co., Montgomery, Pa. 5864
Watsontown Door & Sash Co., Watsontown, Pa.
W. D. Crooks & Sons, Williamsport, Pa.
Standard Millwork Co., Norwood, Ohio.
Levi Lumb's Son, Poughkeepsie, N Y.
The H. B. Porter & Son Co., Norwich, Conn.
The Andrews & Peck Co., Hartford, Conn.
Waterbury Lumber & Coal Co., Waterbury, Conn.
Penna. Door & Sash Co., Philadelphia Pa.
G. A. Clark Co., Sidney, N. Y.
E. Bailey & Sons, Patchogue, N. Y.
The H. F. Benton Lumber Co., Cortland, N. Y. 5865
W. L. Scott Lumber Co., Norwich, N. Y.
Herndon Mfg. Co., Herndon, Pa.
Gould Mfg. Co., Oshkosh, Wis.
The R. McMillen Co., Oshkosh, Wis

The Secretary received a letter from the Bristol Door & Lumber Co. of Bristol, Tenn., advising that their President, Mr. W. O. Came, on account of sickness would be unable to attend the annual meeting, which he regrets very much.

5866 Defendants' Exhibit E.

There being no objection, the minutes of the meeting of October 11, 1910, were approved as sent the several members of the Association shortly thereafter.

The Treasurer, Mr. R. C. Markert, submitted a detailed report showing receipts and disbursements for the association year ending February 14, 1911.

Total receipts were.....	$5,018.03
Total disbursements were....	4,052.65
Balance on hand Feb. 14, 1911	$ 965.38

5867

On motion, the Treasurer's report was accepted and ordered placed on file.

The Secretary reported that approximately $875.00 of this balance would be due the printers of the Price List when they had completed our orders for same, which amount had been held up pending the completion thereof.

The Executive Committee reported that in executive session they had, in compliance with the Constitution, estimated the expenses for the coming association year and to meet same had adopted the following resolution:

5868

Resolved, that an annual assessment be and hereby is made upon each member of the Eastern Door, Sash & Blind Manufacturers' Association on same basis as last to meet the current expenses of this association year, payable in equal semi-annual payments, the first of which is now due and the Treasurer is hereby authorized to collect it immediately, and the second of which will become due in July next, and the Treasurer is hereby

authorized to collect same at that time, and the Secretary is hereby instructed to notify the members of their respective assessments in due time.

On motion, the report of the Executive Committee was accepted and their action respecting assessments was approved.

The annual election of officers immediately followed.

On motions, officers for the current association year were unanimously elected as follows:

President, Mr. N. T. Porter, of Mechanicsville, N. Y. 5870

Vice-President, Mr. C. H. Hallett, of Hornell, N. Y.

Treasurer, Mr. R. C. Markert, of Syracuse, N. Y.

Secretary, Mr. G. W. Dwelle, of Syracuse, N. Y.

The President elect, Mr. N. T. Porter, thanked his associates for the continued honor in a brief address, which was well received.

The Executive Committee further reported that they had in executive session adopted the following resolution:

RESOLVED, that the Secretary be and hereby is employed for another year on same basis and at 5871 same compensation as last.

On motion, this action of the Executive Committee was approved.

The President appointed the following gentlemen as Executive Committee for this association year:

Mr. H. A. Staib, Chairman, of Williamsport Planing Mill Co., Williamsport, Pa.

Mr. A. S. Bartlett, of Bartlett & Co., Binghamton, N. Y.

5872 Defendants' Exhibit E.

Mr. A. Roberson, of A. Roberson & Son, Binghamton, N. Y.
Mr. G. I. True, of Park, Winton & True Co., Addison, N. Y.
Mr. C. H. Hallett, of McConnell Mfg. Co., Hornell, N. Y.
Mr. W. H. Van Wagenen, Rome, N. Y., of Selden Cypress Door Co., Palatka, Fla.
Mr. R. D. Rowley, of the Empire Sash & Door Co., Friendship, N. Y.
Mr. A. B. Ideson, of Standard Millwork Co.,
5873 Norwood, Ohio.
Mr. N. V. Porter, of the H. B. Porter & Son Co., Norwich, Conn.
Mr. L. P. Wood, of Crampton & Belden Mfg. Co., Green Island, N. Y.
Mr. S. B. Henderson, of Montgomery Door & Sash Co., Montgomery, Pa.

The President requested each gentleman in attendance to report as to the condition of his company's business during the past year, which was done. The reports showed a falling off in business in September. But on the whole that there
5874 was a fair volume of business the past year, although some of it was taken at a sacrifice of profits. In some instances, while the volume of business was reported good, the profits were unsatisfactory. Other manufacturers reported a smaller volume of business with satisfactory profits. However, these reports indicated that profits as a whole were not satisfactory and in same instances showed no profit. The sentiment of the gentlemen present indicated that there would be a good volume of business during 1911, and it is of course a matter for manufacturers

themselves to determine whether or not this business shall be done at profitable prices.

In any event, it is safe to conclude that only whatever goods there is a demand for during 1911 will be supplied and that price cutting will not increase the demand.

The President stated that he had invited Mr. Merritt, attorney representing the American Anti-Boycott Association, and Mr. Lee, Secretary of the Association, to deliver a short address before this meeting, for the purpose of acquainting the members of our Association with the purposes of, 5876
and the work the American Anti-Boycott Association was doing.

A resolution was offered and carried that these gentlemen would be heard at this time.

Mr. Merritt was then introduced and spoke for a half hour, giving an interesting review of the work and aims of organized labor in relation to the wood working industry. At the close of Mr. Merritt's remarks Mr. Lee addressed the meeting, explaining the cost of membership and the manner of collecting assessments, etc., after which a resolution was offered and carried unanimously ex- 5877
tending a vote of thanks to Messrs. Merritt and Lee for their respective addresses.

A request was made by one of the members asking how many of the members of our Association now belong to the American Anti-Boycott Association. A number of those present volunteered to state that they were already members of that Association, after which a large number of those present stated that they would join immediately, as it was the sense of nearly all present that the work the American Anti-Boycott Association was

doing in the interest of all engaged in the mill work business would have an important bearing upon the future success of our business.

On motion, the President appointed a committee of seven to formulate a schedule of prices which they would recommend the Association to adopt, same to report at 2:30 P. M.

The committee appointed is as follows:

Messrs. A. B. Ideson, A. L. Peck, H. A. Staib, G. I. True, R. D. Rowley, L. P. Wood, and C. H. Hallett.

5879 On motion, the meeting adjourned until 3 o'clock for lunch and to give the committee on prices time to prepare their report.

When the meeting reconvened, the President presiding, the committee on prices immediately submitted their report, which was accepted and the matter of prices declared open for discussion. After a protracted discussion, on motion, the prices recommended by the committee were adopted. These prices and the discounts adopted on Boston sizes of sash and blinds from the New England List are embodied in Circular No. 40 and Appendix thereto, copies of which were mailed
5880 the several members of the Association on the 18th inst.

On motion, the following resolution was adopted:

RESOLVED, That in New England territory where Boston sizes of sash and blinds are used the discounts adopted shall apply on the official price list of the New England Sash & Blind Manufacturers', revised May 10, 1907, and same are as follows:

10 or more of a size and kind, 60% and 10%.
Less than 10 of a size and kind, 35%.

A Western manufacturer reported in reference to less than carload shipments that it is and has been customary for years past for Western manufacturers to add 10% to the less carload prices on all orders other than for goods which were made up for stock by the manufacturer receiving same. For example, if an order was received for a door 2-8x6-10 it being a regular standard stock door with some manufacturers, if the manufacturer receiving the order did not make that size door in stock quantities then it would be billed as a special door at an additional 10% over the less than carload prices for like quantities for said doors, and the same is true of all other items received under like conditions, whether doors, sash, blinds, etc.

On motion, the Secretary was instructed to write a letter of condolence to the family of Mr. I. M. Edgecomb of Knoxville, Pa., whose funeral was held on the day of the meeting.

A protracted interesting general discussion followed.

All business before the Association having been disposed of, on motion to adjourn, the following resolution was adopted:

RESOLVED, that the next meeting of this Association shall be held at the Park Avenue Hotel in New York City, at 9:30 A. M. sharp, the second Tuesday in June.

The second Tuesday in June will be the 13th of June.

5884 Defendants' Exhibit F-G.

The Secretary desires to report the following new member since the last meeting:

The R. McMillen Co., Oshkosh, Wis.

G. W. DWELLE,
Secretary.

DEFENDANTS' EXHIBIT "F."

5885 Is a copy of the constitution and by-laws of the Eastern Sash, Door & Blind Manufacturers' Association.

COPY OF DEFENDANTS' EXHIBIT "G."

Syracuse, N. Y., October 13, 1910.

Gentlemen:—

At a meeting of the Veneered Door Association at the Park Avenue Hotel in New York City on the 11th of October, after a protracted discussion
5886 of the matter, discounts applying on the revised Veneered Door List of June 14, 1910, were adopted as follows, and the same will take effect together with the said revised Veneered Door List October 20, 1910, and on that date will supersede all previous price lists and discounts:

Carload Shipments:

10 or more of a size and kind shipped loose..... 80 per cent.

Defendants' Exhibit G. 5887

Local Shipments:

Orders for 100 or more stock doors crated, 10 or more of a size and kind	78 per cent.
Orders for less than 100 doors crated, 10 or more of a size and kind	77 per cent.
Orders for less than 10 doors crated, 5 or more of a size and kind	75 per cent.
Orders for less than 5 doors crated, of a size and kind	73 per cent.

5888

It is agreed that all items of less than 5 of a size and kind in any specifications shall take the discount for less than 5 of a size and kind.

The revised Veneered Door List is based on $1^3/_4$" doors.

For $1^3/_8$" doors deduct 2c. per square foot net.

Complete minutes of the meeting will be mailed you in the course of a few days.

The Secretary reported at the meeting that all manufacturers having Veneered Door Lists under order had received some of same on their respective orders and that the balance of all orders will be completed in the near future. 5889

Respectfully Yours,

G. W. DWELLE, Sec'y.

5890 Affidavit of D. C. Pinkerton.

In the
CIRCUIT COURT OF THE UNITED STATES,
FOR THE SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, Limited, *et als.*, Complainants, *against* ELBRIDGE H. NEAL, etc., *et als.*, Defendants.	In Equity.

5891

I, the above named D. C. Pinkerton, do hereby certify that, pursuant to the annexed stipulation and the annexed notice issued and severed in the above mentioned case, wherein Paine Lumber Company, Limited, *et als.*, are plaintiffs, and Elbridge H. Neal, *et als.*, are defendants, that I was attended in the same room in the city of Oshkosh, in the State of Wisconsin, by Walter Gordon Merritt, of counsel for the said plaintiffs and also by Charles Maitland Beattie and William P. Maloney, of counsel for all defendants for which they have heretofore appeared in this action as appears on
5892 file, and by Mr. ..... Mayer for defendants who have appeared in this action by Edlitz & Hulse and defendants who have appeared in this action by D. Cady Herrick, on the days and dates hereinbefore stated; that the aforementioned witnesses, Harry G. Gould, John G. Morris, J. Earl Morgan, Nathan Paine, Charles Nevitt, T. B. Waters and C. S. Curtis, who were of sound mind and age, were by me first carefully examined and cautioned and duly sworn to testify the truth, the whole truth and nothing but the truth, and they thereupon

testified as is above shown and at the time and place aforesaid, and that the depositions by them subscribed as above set forth were taken down by me as a competent stenographer in shorthand, in the presence of the respective witnesses as they testified and from their statements, and that said depositions were subsequently subscribed and sworn to by each of the said witnesses in my presence.

I further certify that the reason for taking said depositions was and is, and the fact was and is, that each of the deponents lives and resides in 5894
the state of Wisconsin, more than one hundred miles from the place where the said suit is appointed by law to be tried. That I am neither of counsel nor attorney in this suit to any of the parties, nor interested in the event of said cause, and that it being impracticable for me to deliver said depositions and the exhibits thereto attached with my own hand unto the court for which they were taken, I have retained the same for the purpose of being sealed up and directed with my hand and speedily and safely transmitted to the said court for which they were taken, to 5895
remain under my seal until then opened.

I further certify that the fee for taking said depositions $..... has been paid to me by the plaintiffs and the same is just and reasonable.

As WITNESS my hand and seal this ... . day of November, A. D. 1911.

.....

Notary Public in and for the state of Wisconsin, residing in the county of Winnebago therein.

My commission expires August 31, 1914.

5896 Rayburn Clark Smith, for Complainants—Direct.

In the

DISTRICT COURT OF THE UNITED STATES

FOR THE SOUTHERN DISTRICT OF NEW YORK.

5897 PAINE LUMBER COMPANY, Limited, Gould Manufacturing Company, The T. R. McMillen Company, Morgan Company, Lotham Cypress Company, Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company,

Complainants,

vs.

ELBRIDGE H. NEAL, *et al.*,

Defendants.

5898 Deposition of Rayburn Clark Smith taken before me, William Brown, Jr., Notary Public, in and for the City and County of Philadelphia, State of Pennsylvania, on Wednesday afternoon, February 7th, 1912, at 2 o'clock P. M., as Commissioner appointed by Commission duly issued out of the District Court of the United States for the Southern District of New York, under date of January 29th, 1912, and pursuant to the stipulation annexed herewith as to the hour and date of taking said deposition.

Rayburn Clark Smith, for Complainants—Direct. 5899

PRESENT:

WALTER GORDON MERRITT, Esq., for Complainants,

ARTHUR MAYER, Esq., for Messrs. Eidlitz & Hulse, Attorneys for Getty, *et al.*, and WILLIAM BUTLER, Esq., Attorney for Defendant Murray & Hill Company, *et al.*,

CHARLES M. BEATTIE, Esq., and WILLIAM P. MALONEY, Esq., Counsel for defendant laboring men. 5901

RAYBURN CLARK SMITH, a witness called on behalf of complainants and residing outside of the Southern District of New York, being duly cautioned and sworn to tell the truth and being carefully examined, deposes and says as follows:

By Mr. Merritt—

Q. What is your age? A. Thirty-four.

Q. What is your business? A. Manufacturer of woodwork.

Q. What is the name of the concern? A. George 5902
W. Smith & Company, incorporated.

Q. That is a corporation? A. Yes.

Q. In Pennsylvania? A. Yes.

Q. What position do you hold in that concern? A. Vice-president.

Q. Where does the corporation have its principal place of business? A. 3007 Powelton Avenue, Philadelphia.

Q. How many men do you employ? A. From three hundred to five hundred.

5902 Rayburn Clark Smith, for Complainants—Direct.

Q. You operate what is known as a "union mill"? A. Yes, sir.

Q. You have done business with the complainant in this action, W. D. Crooks & Sons? A. Yes.

Q. That is, when I say you, I mean your company? A. Yes, my corporation.

Q. In the year 1910 did you not purchase certain doors from W. D. Crooks & Sons to be installed on a building known as the "Rector Hotel" in New York City? A. We had certain doors assembled by Crooks, we to furnish the material for
5903 making the doors with and they to furnish the labor, and they were finished by us.

Q. And the doors as assembled by them were delivered at the Rector Hotel for installation?

Objected to by Mr. Mayer as incompetent, irrelevant and immaterial, and the witness not shown to have any personal knowledge concerning the matter.

Mr. Maloney enters the same objection.

Q. As to this contract with Crooks & Sons, the doors were not sent by them to your Philadelphia
5904 factory? A. Yes, sir.

Q. They were? A. Yes.

Q. And you sent them on to the Rector Hotel? A. Yes, sir.

Q. Did you yourself have personal charge of that contract? A. Yes.

Q. When were the doors delivered on the building?

The same objection as previously.

Q. Do you know when the doors were delivered at the building? A. I can't give you the exact dates.

but the dates between which they were delivered.

Q. When? A. Between the first of August, 1910, and the first of December, 1910.

Q. Did you have personal charge of the work to be done by your company? A. Yes.

Q. On the Rector Hotel? A. Yes.

Q. Did you go to the Rector Hotel and supervise that work yourself? A. Yes.

Q. What was the character of the work which your company contracted to do beside the furnishing of the doors? A. Contract to install all of the wood trim in the building and erect the interior 5906
woodwork.

Q. And it was only the doors which you secured by contract with W. D. Crooks & Sons? A. Yes.

Q. Will you say whether any strike of the carpenters employed on that building took place in that period between August 1st, 1910 and December 1st, 1910?

Messrs. Beattie and Mayer object to the question as being incompetent, irrelevant and immaterial.

A. I do not think that there was between those 5907
dates, no.

Q. Did any strike take place there at any time when you sent those doors?

Same objection.

Q. When did it take place?

Same objection.

A. Sometime during the month of December.

Q. Are you sure of that date? A. Yes.

Q. Were you present on the building in December? A. Yes.

Q. Did you visit the building after the men had quit work there? A. Yes.

Q. You say they had quit work? A. Yes.

Q. Were you there when they did quit work? A. No.

Q. Did you talk to any parties representing the Carpenters' Union concerning this strike after that took place? A. Yes.

Q. To whom did you talk with? A. I talked
5909 with a Mr. Rice and a Mr. Cook.

Q. Was it at the building that you talked with them? A. I do not think that we had any conversation at the building.

Q. When did you first see these men? A. I can't give you the exact date, some time in December.

Q. Where? A. It was at the Building Trades Employees' Association in New York City.

Q. That was the first time that you saw them in connection with this matter? A. Yes.

Q. Did you see any other men who represented the Carpenters' Union at that time?

5910

Mr. Maloney objects to the question as calling for the conclusion of the witness to use words "representatives of the Carpenters' Union."

Question withdrawn.

Q. Did you see Harry Cook? A. Yes.

Q. Did you see him at the Building Trades Employees' Association? A. Yes.

Q. At the same time that you saw these other two men? A. None other than the men that I mentioned in seeing.

 5911

Q. Did you see any other representative there at that time from the labor union?

Question objected to.

Q. Did you see Elbridge H. Neal? A. Not at that time.

Q. What was the occasion of this meeting, whom else was present? A. There were present the trade board of the Master Carpenters' Association consisting of representatives of the Carpenters' Association and representatives of the Brotherhood of the Carpenters and Joiners, I can't 5912
tell you by name who was present, I don't remember.

Q. Who was the general contractor on the Rector Hotel? A. Thompson-Starrett Company.

Q. Was there any one from the Thompson-Starrett Company at this meeting? A. Yes.

Q. What was his name?

The Witness: I would like to revise that answer; there was more than one meeting and at one of those meetings the representative of Thompson-Starrett was present.

5913

Q. What was his name? A. Dinwiddy.

Q. And you state that there were more than one meeting held in the month of December? A. Yes.

Q. Can you give me the conversation which took place at any of those meetings? A. I can't; it is too long ago to remember.

Q. Do you remember the substance of it? A. The meeting was the result of complaint being filed by the Brotherhood of Carpenters and Joiners claiming that certain doors which had been de-

5914 Rayburn Clark Smith, for Complainants—Direct.

livered to the Rector Hotel were not union made and the meeting was to discuss that question.

Q. Were the men out at that time? A. The men were out at that time.

Q. Were all the doors on the building covered by this contract with Crooks? A. No.

Q. At the conversation which took place at that meeting in the Building Trades Employees' Association state whether or not it was the doors which you had manufactured through Crooks——

5915 Objected to by Mr. Mayer as viciously leading and intentionally bringing in testimony that the witness has not stated, and also as being irrelevant, immaterial and incompetent.

Q. Give us the conversation so far as you recall it?

Objected to as irrelevant, immaterial and incompetent.

Mr. Maloney: With whom?

Q. At this meeting of the Building Trades Employees' Association?

5916 Objected to as being irrelevant, incompetent and immaterial.

Mr. Mayer objects on the ground that the question intends a statement that the conference was with the Building Trades Association when the testimony is directly to the contrary.

The Witness: I do not think I testified that the conversation was with the Building Trades Employees' Association, but with the Trade Board of the Master Carpenters' As-

sociation which is constituted with the members of the Master Carpenters and United Brotherhood of Carpenters and Joiners of America.

Q. Give me the conversation so far as you recall it?

Objected to as being irrelevant, incompetent and immaterial.

A. The conversation took place so long ago that I could not give the conversation. 5918

Q. Can you give me any more than you have give on the substance of it? A. The conversation was on the subject of the question as to whether the doors delivered at the Hotel Rector were union made or non-union made. It was charged that they were not union made; it was not alleged by us that they were union made in our conversation.

Q. Don't you recall anything else that was said at this meeting? A. I can't recall any of the detail.

Q. Do you recall whether or not there was any discussion on account of the different classes of doors on the building? A. Those doors were discussed as a whole, there was not any distinction made. We made the statement that a portion of those doors were made in our shop, which was a fact. 5919

Q. Did you make any statement as to where the other portion of the doors were made? A. No.

Q. No statement made at that time as to where the other portion was made by any one? A. I:

5920 Rayburn Clark Smith, for Complainants—Direct.

was made by some one that the doors had been made by Crooks, of Williamsport.

Mr. Mayer moves to strike out the answer of the witness on the ground that it refers to somebody unknown, and does not specify the person making the statement or his responsibility therefor, also on the ground that it is irrelevant, incompetent and immaterial.

Mr. Beattie also enters the same objection.

5921 Q. Do you know who made that statement? A. I am not sure now.

Q. Was it made in the presence of every one? A. Every person could hear it.

By Mr. Maloney—

Q. How do you know that? A. By the tone of the voice.

By Mr. Merritt—

Q. Was it made in a tone of voice so that every one could hear it? A. Yes, sir; I remember that the statement was made in a tone of voice that
5922 everybody could hear it in the room.

Q. Wasn't there anything further that you recall at that meeting? A. That was the essence of the discussion and the subject discussed. I can't remember the details of the discussion, it is fourteen or fifteen months ago.

Q. Wasn't there anything said concerning the way in which the matter could be settled? A. No, I don't thin k there was at that time.

Q. Was there anything said concerning what attitude should be taken towards the doors made

Rayburn Clark Smith, for Complainants—Direct. 5923

by your own company as distinguished from the other doors?

Mr. Mayer objects to the question as being irrelevant, incompetent and immaterial, and not a proper question, and as leading.

A. I made the statement in that meeting that certain of those doors were made in our own shop by union labor and protested against the fact that the carpenters were withdrawn from the installation of such doors.

Q. Do you recall any one making any reply to your statement in that connection? A. At either that or a subsequent meeting at the same place between the same parties it was agreed that the doors so made should be installed. 5924

Mr. Mayer moves to strike out the answer of the witness as being irrelevant, incompetent and immaterial.

Q. Did that apply to all doors except such doors as were made by contract with Crooks? A. Yes, all doors included in our contract except those doors made by Crooks. 5925

Q. It was only doors in your contract that the conference was held about, wasn't it? A. Yes.

Q. Were Messrs. Cook and Rice present at each of those meetings which you held with the representatives of the Master Carpenters' Association? A. I think that they were.

Mr. Mayer objects to the form of the question, as the witness has distinctly stated that this was a meeting of the Trade Board, not

5926 Rayburn Clark Smith, for Complainants—Direct.

a meeting of the Master Carpenters' Association at all.

Q. As I understand it, these meetings concerning which you have testified were meetings between certain representatives of the Union Brotherhood of the Carpenters' Association and certain representatives of the Master Carpenters' Association constituting the Trade Board, is that correct? A. Yes, and in addition they had the witnesses appear before this board and we were also present.

5927 Q. And it was at this meeting that Messrs. Cook and Rice were present? A. Yes.

Q. And it is concerning these meetings that you have given your testimony? A. Yes.

Q. Did the men go back to work? A. No.

Q. They did not? A. No.

Q. Did you take any further steps to settle this matter? A. No.

Q. Did you see Messrs. Cook and Rice at any other time? A. Yes.

Q. When was that? A. I saw them at the headquarters of the Carpenters' Association.

5928 Q. Where was that? A. Fifty-ninth Street, New York City.

Q. And was that before or after these meetings with the Trade Board of Master Carpenters and others? A. After.

Q. You went up there yourself? A. Yes.

Q. Did you go up by invitation or appointment, or how did you arrange it? A. It was by appointment.

Q. You sought the meetings yourself? A. The meeting was sought by the Thompson-Sterrett Company.

Q. And did Mr. Dinwiddy go with you? A. Yes.

Q. How long was it after those meetings with the Trade Board of theMaster Carpenters' Association was it that you went up to Fifty-ninth Street? A. Within the few succeeding days after.

Q. Was it evening? A. Yes.

Q. Do you remember the day of the week? A. No.

Q. Who was present? A. Dinwiddy and Fisher and other representatives of the Thompson-Sterrett Company and myself, and the strike committee of the Carpenters' Association. 5930

Q. Did you know any of the members of the carpenters' organization? A. I don't remember the names, no.

Q. Were either Cook or Rice present? A. Yes, they were both present.

Q. By the carpenters' organization you mean the Brotherhood of Carpenters? A. Yes.

Q. Was Mr. Neal present? A. Mr. Neal was in the office at the time, I don't think that he was present at the meeting which was held by the strike committee.

Q. So that he was in a different room? A. As I remember it he was. 5931

Q. Will you give me the conversation which took place at that meeting as far as you recall it?

Mr. Beattie enters the same objection as previously.

A. The statement was made that the doors in controversy were not union made and therefore they ought not to be installed in the building.

Q. Do you know who made that statement? A. I can't remember, no.

Q. Was that statement made by representatives of the Carpenters' Union? A. Yes.

Q. In the presence of Mr. Cook and Mr. Rice or both? A. Not both at that time, I think.

Q. Did you eventually hang those doors? A. No.

Q. What was done about it?

Objected to by Mr. Mayer as irrelevant, incompetent and immaterial.

5933 A. The doors were removed from the building by others and certain of the moldings removed and replaced by other moldings and the doors were returned to the building by others and installed by others.

Q. Why didn't you go on and complete your contract?

Objected to as incompetent, irrelevant and immaterial.

A. We were at all times ready to complete the contract but we could not get men to hang the doors.

5934 Q. With whom was your contract? A. Thompson-Sterrett Company.

Q. You were sub-contractors? A. Yes.

Q. What is the amount of the contract with Crooks, approximately? A. Forty-two hundred odd dollars approximately.

Q. What were the value of the doors, approximately, which were manufactured by Crooks? A. The value as installed in the building would have been about $18,000.

Rayburn Clark Smith, for Complainants—Cross. 5936

Cross-examination by Mr. Beattie—

Q. How many doors altogether? A. Approximately 1,100.

Q. How many did you make yourselves? A. The doors we made ourselves were not in the controversy.

Q. How many doors did you make yourselves were installed there by carpenters? A. Between 200 and 300, nearer 300 than 200—250.

Q. They were installed by the carpenters after the Trade Board had met? A. No, they were not installed by us at all. 5937

Q. Was it part of your arrangement to install as well as sell the doors? A. Yes, sir.

Q. You knew that the Thompson-Sterrett Company is a concern connected with the Master Carpenters' Association? A. Yes.

Q. Under agreement the Brotherhood of Carpenters? A. Yes.

Q. By which the Thompson-Sterrett Company people should not buy anything but union doors and their union trim? A. I know that there is an agreement between the Master Carpenters' organization and that the Thompson-Sterrett Company were parties to that agreement. 5938

Q. Didn't your agreement require that you should provide union material for this Rector building through Thompson-Sterrett Company? A. Our agreement provided that we should comply with the terms of the agreement between the Master Carpenters' Association and the United Brotherhood of Carpenters and Joiners of America.

Q. As a matter of fact you did not keep your

5938 Rayburn Clark Smith, for Complainants—Cross.

agreement, did you? You were in wrong there and you know it, don't you? A. It was so ruled by the Trade Board.

Q. You knew that the Thompson-Sterrett Company had this agreement with us for union conditions and that should be subsidiary to the provisions of the agreement, and you didn't do that? A. Our agreement with Thompson-Sterrett Company was carried out in every article.

Q. But you have just said—I think you said—that your agreement with Thompson-Sterrett
5939 Company for the doors was subject to the conditions of Thompson-Sterrett's agreement as a member of the Master Carpenters' Association with the Brotherhood? A. If I did so I misunderstood your question. Our agreement with Thompson-Sterrett Company was not subject to any agreement with the United Brotherhood.

Q. Didn't you say that those doors should be furnished under the conditions between the Master Carpenters and the Brotherhood? A. I think not.

Q. Did you understand that you were to supply union doors? A. There was nothing specifying so
5940 to the best of my knowledge.

Q. You run a union mill? A. Yes.

Q. Anybody naturally buying them might expect that? A. They might and might not.

Q. In New York City? A. Not from me.

Mr. Maloney moves to strike out the answer of the witness.

Q. You do not know that of your own knowledge? A. To the best of my knowledge I could not state a specific instance of it at this time.

Q. You have no personal knowledge, but you probably have heard it? A. I probably have personal knowledge, but I can't cite a specific instance at this time, although it seems to me that I have heard of non-union trim being supplied by the Thompson-Sterrett Company on their operations at different times.

Mr. Mayer moves to strike out all reference to the Thompson-Sterrett Company using union or non-union trim, or both, at different times. 5942

Q. You have never heard anything to that effect since January, 1910, have you? A. No.

Q. Thompson-Sterrett were formerly outside of this arbitration agreement between the carpenters? A. Yes.

Q. And probably this happened at that time? A. Yes, probably it did.

Q. They were in it at the time of the Rector Hotel? A. Yes.

Q. You know that this Trade Board got together in order to adjust this difficulty so as to settle it amicably? A. It was in order to rule upon the question, not to settle it amicably, but upon the question of ruling. 5943

Q. What do you consider the question to be now? A. The question was whether certain doors delivered to the hotel biulding were union made or non-union made.

Q. And then the judgment was fixed by the agreement naturally would follow, and the Trade Board was under an agreement? A. Yes.

Q. Thompson-Sterrett had no right to buy or

5944 ask our people to install anything but Trade Board?

Objected to by Mr. Merritt as calling for the conclusion of the witness.

Q. You know the agreement was that Thompson-Sterrett Company should not buy or ask us to install non-union made material? A. There is a certain agreement to which Thompson-Sterrett Company were a party—I know that they were a party to an agreement between the Master Car-
5945 penters' Association and the United Brotherhood of Carpenters and Joiners.

Q. That agreement is part of the complaint—has the complaint been shown to you? A. I do not think it has.

Q. Do you know that the main provision of that agreement is that the Master Carpenters shall not buy non-union material? A. As I remember the agreement a certain portion of it permitted the erection of any kind in certain districts, whether union made or non-union made.

Q. You refer to that part which says that if we have to erect it for a man not a member of the
5946 Master Carpenters' Association then we have to erect it for a member—there is no such question made up in your case? A. There is a question made up in our case that the doors of this same manufacturer had been erected by some members of the United Brotherhood.

By Mr. Maloney—

Q. It was disposed of adversely? A. It depends upon what you mean by "adversely," it could not have been decided in favor of both parties.

 5947

Q. What was our decision? A. That the case cited by us did not have a bearing on the point at issue. It was not denied that the doors of this manufacturer had been erected by members of the United Brotherhood of Carpenters and Joiners, but that the cases cited were not relevant.

By Mr. Beattie—

Q. That is, they did not come within the period of three months? A. One of the criticisms was that they were in an old building instead of a new building. 5948

Q. That is, that we were permitting W. D. Crooks & Sons' doors in some definite cases which you gentlemen had cited against us? A. Yes.

Q. What was the outcome of the whole controversy that the Trade Board took? A. I think they referred the matter for settlement to the Strike Committee of the United Brotherhood of Carpenters and Joiners.

Q. What did they do? They had no authority to do that? A. I don't know what the authority is. As I remember that is what happened.

Q. Are you sure they did anything like that? 5949
A. I know that the matter was taken out of the Trade Board and found its way to the Strike Committee of the United Brotherhood of Carpenters and Joiners.

Q. And they decided that Thompson-Sterrett had no right to expect them to install the doors because of their agreement with the carpenters?

The Witness: Of the Trade Board?

Mr. Beattie: On the whole thing.

5950 Rayburn Clark Smith, for Complainants—Cross.

A. To the best of my recollection the matter was dismissed from the Trade Board and referred to the Strike Committee of the Carpenters' and Joiners' Association.

By Mr. Mayer—

Q. But they had previously ruled against you? A. I do not think that there was any definite ruling.

Q. I understood you to say that it was adversely decided against you? A. I said before that on the
5951 question of doors of the same manufacturer having been erected elsewhere they decided that the points cited were not relevant to the point under discussion.

By Mr. Beattie—

Q. When you sold the doors to the Thompson-Sterrett Company, those non-union ones, did you have in mind the fact that we were erecting Crooks' doors on certain other buildings and that therefore we ought to erect them in your case? A. We had in mind the fact that the doors of Crooks'
5952 manufacture had been erected by your men in New York City in the same district as we were going to deliver the doors in question to.

Q. Have you got any cases? A. I had at that time.

Q. Several cases were they? A. Several cases, and those were cited in the meeting.

Q. And this was a building all the way through union?

Question objected to by Mr. Merritt.

A. I don't know anything about the other contracts except our own. I could not tell whether all the contracts were union, but some of them were beside ours.

Q. You don't know anything non-union in connection with that building? A. No, I do not.

Q. You know Thompson-Sterrett had an absolute right to compel our men to hang any doors that were union on any of their contract.

Question objected to as being improper.

A. I suppose that they had the right. I don't 5954
think that point was brought up.

Q. On those other doors, not Crooks' doors, installed by us, had you contract for the hanging of the doors and installing, too? A. We had never installed any Crooks' doors in New York in any other connection except the Rector Hotel.

Q. Was that the first time you handled his doors? A. In New York City, yes, but we had knowledge that his doors were being delivered to New York City at the same period.

Q. But you had not any knowledge that we had that knowledge? A. I had not any knowledge that 5955
you had not the knowledge.

Mr. Beattie: I did not ask you the negative.

The Witness: I do not know whether you had or not; I call your attention to the fact in response to your question.

Q. Did you tell us at the time when we could quit work on them? A. No, I think they had been already erected.

Q. How did you do this—did you get non-union

5956 men to put up the doors finally? A. We did not put them up.

Q. What did you do about it? A. We did not do anything about it.

Q. You let Thompson-Sterrett do the rest? A. We did not let them. In other words, they took the contract out of our hands and completed it themselves.

Q. What happened afterwards, you had no direct knowledge of it? A. No, not direct knowledge.

5957 Q. You said you could not get men to erect the doors, what did you try to do to get men to erect the doors? A. We asked some thirty or forty men to return to work and get their tools out and put the doors up and they would not.

Q. These were men employed before? A. Some of them.

Q. Do you know whether they were union or non-union? A. They were union men.

Q. How do you know that? A. Because they carried cards of the union.

Q. Did you examine these cards? A. Your steward whom you kept on the job did.

5958 Q. You saw him do it? A. No.

Q. He told you? A. Yes.

Q. Did you try to get non-union men to put the doors up? A. No.

Q. And the only efforts you made, when the strike was called, to get the doors up was to ask the men that had struck and some other men to do it? A. No, we discussed the thing in the Trade Board of the Master Carpenters' Association.

Q. You never had any trouble with the carpenters in connection with putting up the work of

5959

your own mill in New York? A. We have had, yes.

Q. When? Not on the ground of non-union, but its union? A. Its union, not on the ground of non-union.

Q. Some other difference? A. Yes.

By Mr. Mayer—

Q. Did you know, Mr. Smith, at the time you took this contract and during the controversy that there was an agreement in existence between the Master Carpenters' Association and the Brotherhood of Carpenters? A. Yes.

5960

Q. Wasn't it your understanding of that agreement generally that there was a restriction against the use of prison made or non-union material being installed in buildings where members of the Master Carpenters' Association were doing work there? A. In a general way.

Q. And you understood also that Thompson-Sterrett Company were members of the Master Carpenters' Association? A. Yes.

Q. And parties necessary to this agreement? A. Yes.

5961

Q. And when you went to those meetings how long did they take? A. About an hour, I should say.

Q. Was there a fair and free discussion of the matter? A. Apparently so.

Q. It seemed to be argued from all sides? A. Yes.

Q. You were given an opportunity to state your case? A. Yes.

Q. And Thompson-Sterrett Company said some-

5962 Rayburn Clark Smith, for Complainants—Cross.

thing at those meetings with respect to the facts? A. Yes.

Q. And the representatives of the United Brotherhood of Carpenters stated their case? A. Yes.

Q. And there was a general discussion? A. Yes.

Q. Was there anything that occurred at those meetings within your view that looked like a conspiracy to harm anybody?

Objected to by Mr. Merritt as incompetent,
5963 irrelevant and immaterial.

A. Apparently no conspiracy.

Q. There seemed to be a full discussion of the merits of the controversy? A. Apparently so.

Q. Then after those several discussions before the Trade Board you went to the headquarters of the carpenters' organization? A. Yes.

Q. And there you had some talk about it? A. Yes.

Q. And you say the Thompson-Sterrett Company went with you? A. Yes.

Q. When I say Thompson-Sterrett Company I
5964 mean Mr. Dinwiddy and Mr. Fisher and yourself? A. Yes.

Q. And there was a talk about this controversy? A. Yes.

Q. And it was the talk at those various meetings before the Trade Board the representatives of the union did object to installing non-union made doors—that was the position they took? A. Yes.

Q. They objected to doors that were not made by members of their own organization? A. Yes.

Rayburn Clark Smith, for Complainants—Cross. 5965

By Mr. Maloney—

Q. I understood you to say that you have known of instances where Crooks & Sons' material had been installed in New York? A. Yes, sir.

Q. Was it because you knew of such instances that you made your contract with Crooks & Sons? A. No, sir.

Q. Did you suppose that by contracting with Crooks & Sons for such material that you were complying with this agreement which you said existed between them? A. We knew at the time we 5966
made the contract that they were furnishing work in New York; it was not the sole reasons that the order was placed with them, but we did not know that their work would not be erected if placed in New York through us.

Q. Then so far as you are concerned it was a case of ignorance on your part that their material might be objected to? A. Yes.

Q. You supposed it would be all right if you complied with union conditions? A. Yes.

By Mr. Mayer— 5967

Q. Am I right in stating your testimony that the material was furnished by you, that the labor was furnished by Crooks and doors were assembled and finished by Crooks? A. They were assembled by Crooks and finished by us.

Q. But the work on the doors was done by non-union labor? A. I don't know.

Q. Don't you know that Crooks were running a non-union shop? A. Not of my own knowledge.

Q. You don't know that Mr. Crooks has already testified in this case that he was running a non-

union shop? A. I don't know anything about it, I never discussed Mr. Crooks, the labor or material or the hours or wages.

Q. You don't know of your own knowledge that the men employed on the work of assembling those doors was done by non-union labor, but you heard it stated at those meetings? A. Yes.

Q. And that it was stated to be non-union labor? A. Yes.

Q. And that that was the objection to the installation of the work in New York? A. Yes.

5969 Q. And those statements were made by members of the carpenters' organization? A. I believe so.

By Mr. Maloney—

Q. Only the doors that were in dispute? A. No.

Q. The controversy did not arise over the doors made in your shop? A. No.

Q. Eleven hundred doors under your contract? A. Eleven hundred doors in the Crooks' contract.

Q. How many doors altogether under the contract to be supplied by you? A. Practically 1,400.

Q. And only 300 were being made in your own shop? A. Yes.

5970 Q. How many installed in the building at the time this dispute arose? A. About 450.

Q. And those were partially the doors made by Crooks and partially the doors made by you?

A. They were practically the doors made by Crooks, I think a few made by us.

Q. Did you have any dispute with Thompson-Sterrett Company on your contract after the incident closed?

The Witness: How do you mean closed?

 5971

Q. After the doors were put in by others? A. No dispute.

Q. Were you paid under your contract? A. We were paid, not in full.

Q. Were you paid for the material you put in? A. Not in full.

Q. Did you make an allowance to them? A. We did not make it, they deducted it from our contract.

Q. You made no complaint? A. We made a protest.

Q. So far as the material supplied by you to 5972
Crooks & Sons, you had no intention of violating your agreement with Thompson-Sterrett Company? A. No.

Q. Can you remember where those other places were that the Crooks' material was used? A. The list was submitted to the Trade Board and they are on record on the minutes of the Trade Board.

Q. Didn't that Trade Board decide against your side of the case? A. To the best of my recollection the Trade Board did not make a decision in that matter.

Q. How did you come to be referred to the
Strike Committee, wasn't that solely for the pur- 5973
pose of settling a difference which had already been decided against you? A. The meeting of the Strike Committee was arranged by Thompson-Sterrett Company.

Q. That was for the purpose of seeing whether you could adjust their differences with the men? A. We only had one meeting.

Q. I understood you to say that it had been decided by the Trade Board that the material was non-union material? A. I think it was.

5974 Rayburn Clark Smith, for Complainants—Cross.

Q. After this decision had been made that it was non-union material it was recommended by the board and by Thompson-Sterrett Company that you confer with the workingmen's organization to see if you could adjust the difference? A. That is it.

Q. And you were unable to adjust it with the workingmen? A. We were unable to adjust it with the workingmen.

Q. When some one said at one of those meetings that the non-union material would not be in-
5975 stalled, was that not that they would not be installed by the union men? A. I don't remember that it was stated that way.

Q. You understood that it would not be installed by them, the workmen? A. That was my understanding, yes.

By Mr. Beattie—

Q. Inasmuch as you did not complete your contract, Mr. Smith, you naturally expected that you would not get paid by Thompson-Sterrett Company the full amount of it? A. We made them an
5976 allowance for the labor not completed.

Q. That was the difference? A. No. A charge made by Thompson-Sterrett Company for removing the doors from the building and doing certain work on the doors and installing them, which charge was several times the allowance which we made Thompson-Sterrett for the labor not performed by us.

Q. Did not Thompson-Sterrett Company contend, as a reason for that deduction, that you should have furnished them with union doors? A. I think that was their contention.

 5977

By Mr. Maloney—

Q. Was the work done by Thompson-Sterrett several times the amount you allowed them? A. Not several times the amount we voluntarily allowed them.

Q. How was it ultimately adjusted? A. By compromise between the two amounts.

Re-direct examination by Mr. Merritt—

Q. There were two deductions made from the original face value of your contract; one was for 5978
the work which you did not complete because Thompson-Sterrett took the contract away from you? A. Yes.

Q. That allowance was made voluntarily? A. Yes.

Q. They also demanded a further allowance because of certain work done on the doors on account of removing the work from the building and returning it to the building? A. Yes.

Q. Have you in mind the amount of that last allowance? A. I think that the amount claimed by them was about $3,500 and the amount allowed them by us in compromise settlement, $1,500. 5979
Those figures are approximate.

Q. You said that you had no knowledge as to whath happened after Thompson-Sterrett Company took the contract away from you, and you also testified on direct examination that the doors were taken out and the panels removed; have you any direct knowledge for that? A. My answer to the question as to having knowledge of what was done with the doors after the contract was taken out of our ha[illegible]s should have been "not full

5980 knowledge," because I did have knowledge that the doors were taken from the moldings and the moldings removed and the moldings replaced with other moldings, but I did not have knowledge as to the complete handling of the doors. I did not see the doors installed afterwards on the building and I did not have full knowledge of what happened to the doors after our contract was broken.

Q. Was this extra charge or deduction made by Thompson-Sterrett Company partly on account of removing those moldings and putting in new mold-

5981 ings? A. Yes.

By Mr. Mayer—

Q. Have you the contract with you? A. No.

Q. Have you a copy of it here to-day? A. No.

Q. Do you think you have a copy of it at your company's office? A. I think we have.

Q. Have you any objection in sending me that contract or two copies of it?

The Witness: I thought you represented the Thompson-Sterrett Company.

Mr. Mayer: That may be.

5982 The Witness: Thompson-Sterrett Company have a copy of the contract and ours is exactly like theirs.

Sworn to before me this 7th day of February, 1912.

Subscribed to before me this day of 1912.

William O. Came, for Complainants—Direct. 5983

Mr. Merritt: I do not require the testimony of ARTHUR D. SMITH as the ground has been fully covered by this witness.

DISTRICT COURT OF THE UNITED STATES,

SOUTHERN DISTRICT OF NEW YORK.

5984

PAINE LUMBER COMPANY, Limited, *et als.*,
Complainants,

against

ELBRIDGE H. NEAL, etc., *et als.*,
Defendants.

PLEASE TAKE NOTICE that the complainants herein will take the testimony of W. O. Came, who resides more than one hundred miles from the place of trial herein and more than one hundred miles 5985
from any place at which a District Court of the United States for the Southern District of New York is appointed to be held, for use on behalf of the complainants herein, before H. G. Lavinder, a Notary Public of the State of Virginia, in and for the County of Washington, who is not of counsel nor interested in this matter, or before some other officer authorized by law to take depositions, at the office of Peters & Lavinder, in the Dominion National Bank Building, corner of State and Lee Streets, in the City of Bristol, County of Wash-

GE BLEED THRU

5986 William O. Came, for Complainants—Direct.

ington and State of Virginia, on the 9th day of February, 1912, at the hour of ten o'clock in the forenoon, and thereafter from day to day as the taking of said deposition may be adjourned, and such deposition will be taken in accordance with the provisions of the statutes of the United States relative to the taking of depositions *de bene esse*.

Dated at New York, this 31st day of January, 1912.

(Signed) WALTER GORDON MERRITT,
Solicitor and of Counsel for Complainants.

5987

Service of the foregoing notice is herewith acknowledged, and it is hereby mutually stipulated and agreed that the aforesaid depositions may be taken down in shorthand and subsequently transcribed by the stenographer taking said deposition.

WM. P. MALONEY,
(Signed) C. M. BEATTIE,
CHARLES J. HARDY.

(The following is stamped just below the above signatures: "A copy received Jan. 31, 1912, Phillips & Avery, 41 Park Row, N. Y. City.")

5988

(Endorsed on back:)

DISTRICT COURT,
SOUTHERN DISTRICT OF NEW YORK,

Paine Lumber Company, Ltd., *et als.*,
Complainants,
against
Elbridge H. Neal, etc., *et als.*,
Defendants.

William O. Came, for Complainants—Direct. 5989

NOTICE TO TAKE TESTIMONY.

WALTER GORDON MERRITT,
Attorney for Complainants,
27 William Street,
Borough of Manhattan,
New York City.

Copy Rec'd.
CHARLES J. HARDY,
Att'y. for Def't. Neal.
Jan. 31/12.

5990

Deposition of W. O. Came, taken at the office of H. G. Lavinder, a Notary Public for the City of Bristol, at his office in the City of Bristol, County of Washington and State of Virginia, on the 9th day of February, 1912, pursuant to due notice attached hereto.

PRESENTS

Walter Gordon Merritt, for the complainants;

Charles M. Beattie and William P. Maloney, appearing for the defendants, Elbridge H. Neal, *et als.*

5991

UNITED STATES OF AMERICA,

WESTERN DISTRICT OF VIRGINIA, CITY OF BRISTOL.

W. O. CAME, a witness called on behalf of the complainants, and who resides more than one hundred miles from the place where this case can be tried, and being duly cautioned and sworn to tell the truth, the whole truth and nothing but the truth, deposes and says as follows:

5992 William O. Came, for Complainants—Direct.

Direct examination by Mr. Merritt—

Q. Give your full name? A. William O. Came.

Q. Your age, please? A. Forty-seven.

Q. And residence? A. Bristol, Tennessee.

Q. You are President of the Bristol Door & Lumber Company, one of the complainants in this action? A. Yes, sir.

Q. Where is that company incorporated? A. Virginia.

Q. Been a corporation there for at least three
5993 years past? A. Yes, sir.

Q. What is the company's business? A. Manufacturing lumber, and mill work.

Q. That includes doors, sash, trim, etc.? A. Yes, sir.

Q. Where are the company's factories? A. Bristol, Virginia.

Q. And it has no factories in any other state? A. No, sir; except sawmills.

Q. The sawmills do not turn out doors, sash, or wood trim, or anything of that kind? A. Nothing but lumber.

Q. Approximately how much has the corpora
5994 tion invested in the business, in round numbers?
A. Plant and lumber?

Q. Yes. A. About $125,000 to $150,000.

Q. About how many men do you employ in the mill for the manufacture of doors, sash, wood trim, etc.? A. Probably fifty.

Q. You run what is known as a "union" or "open shop," or "anion" or "closed shop"? A. Open shop.

Q. Have you ever refused to employ any one, or discriminate against any one, because he is a member of any union? A. No, sir.

DARK PAGE B

 5995

Objected to because incompetent, irrelevant and immaterial.

Q. I suppose this number of employees you have given me is approximately the same number you have employed for several years past? A. Approximately, yes, sir.

Q. Give me in round numbers the average amount of your sales for the last five years, doors, sash, wood trimming, etc.? A. In doors and sash I cannot say.

Q. Give it to me as to your total products A. 5996
About $250,000 per annum.

Q. What proportion of these sales are made to customers outside the State of Virginia? A. Seventy-five to ninety per cent.; almost all.

Q. Over seventy-five per cent. anyhow? A. Yes, sir.

Q. How are your sales made, through local agents or traveling salesmen? A. Through local agents and direct from office, only.

Q. Where have you local agents? A. In Philadelphia and New York, Springfield and Boston.

Q. And I understand that also men from your 5997
home office here, at times, solicit business and close contracts? A. Yes, sir.

Q. Who is your New York agent? A. O. L. Worden.

Q. Oliver L. Worden? A. Yes, sir.

Q. What territory does he cover? A. New York and vicinity.

Q. Does that include Northern New Jersey? A. Yes, sir.

Q. And when you say New York you mean Greater New York? A. Greater New York and as far South as Trenton.

EED THRU

5998 Q. Are your New York sales made subject to the approval and acceptance of the factory? A. Yes, sir.

Q. In 1910 you sold merchandise, did you not, to the Van Nest Wood Working Company? A. Yes, sir.

Q. To the Empire Door and Trim Company? A. Yes, sir.

Q. And to one William Klein? A. Yes, sir.

Q. How long had you been selling merchandise in New York up to that time? You always had a
5999 local agent there? A. No.

Q. When did you first have a local agent? A. We have probably had an agent there for four years.

Q. When did Mr. Worden become the local agent? A. Well, four years; he was the first agent we had there; no, Worden & Hausbeck at that time.

Q. You mean that you went in there in 1906 or 1907? A. I think so; about that time.

Q. Can you give me the amount of merchandise you sold to the Empire Door and Trim Company in 1910? A. I have to use the memorandum
6000 I have. (Witness examines memorandum.) About $10,000 worth.

Q. And how much you sold to William Klein during 1910? A. Twenty-two hundred, nearly $2,300.

Q. How much you sold to the Van Nest Woodworking Company in 1910? A. That is under $8,000; $7,700.

Q. That is substantially all the business you did with customers in Manhattan or the Bronx in 1910, is it not? A. In that line. We sold lumber.

 6001

Q. That is, rough lumber, not made up, not any particular kind of trim? A. Undressed.

Q. That is an entirely different thing from doors, sash and wood trim? A. We run it under a different department, and it is different, and goes to different people; and our New York agent has nothing to do with that at all.

Q. About how much business did you do with other customers in New York and vicinity in 1910? A. About $45,000.

Q. That includes these customers in the Manhattan and the Bronx? A. Yes, sir. 6002

Q. How much is that outside of the customers in the Manhattan and the Bronx, in round numbers? A. About $23,000.

Objected to because incompetent, irrelevant and immaterial.

Q. And those sales were made to customers in Northern New Jersey, Brooklyn, Richmond, etc.? A. Yes, sir.

Q. That $23,000 was sold to customers in New York and vicinity, outside of Manhattan and the Bronx? A. Yes, sir.

Q. Now, what was the situation in 1911 in this same territory? 6003

Objected to because incompetent, irrelevant and immaterial.

Mr. Merritt—

Q. Question withdrawn.

Mr. Merritt: Question withdrawn.

Q. Have you sold the Van Nest Woodworking Company any merchandise since 1910?

6004

A. No, sir.

Q. Have you received any orders from William Klein since 1910? A. No, sir.

Q. Have you received any orders from the Empire Door and Trim Company since 1910? A. No, sir.

Counsel for the defendants move to strike out the last evidence as to whether it has been sold since 1910 to these three parties, as incompetent, irrelevant and immaterial, and as in no way binding upon these defendants.

6005

Q. Have you ever had any conversation with Mr. McKenzie, of the Van Nest Woodworking Company, concerning your trade with them, and the stoppage of it? A. No, sir.

Q. Have you ever had any conversation with Mr. William Biggart, of the Empire Door and Trim Company concerning your trade with that company and the stoppage of it? A. Yes, sir.

Q. I show you a letter, dated September 20th, purporting to come from William Biggart, and ask you if you have seen that letter? A. Yes, sir.

Q. And how did that letter come to your atten-
6006 tion? A. We received it in the mail.

Q. In the ordinary course of business? A. Yes, sir.

Q. About the date it bears, or a few days afterwards? A. On the 22nd of September, 1910.

Q. Did you know anything about the writing of that letter before you received it? A. No, sir.

Q. You have received other letters from this same Mr. Biggart of the Empire Door and Trim Company? A. Yes, sir.

William O. Came, for Complainants—Direct. 6007

Q. Are you familiar with the signature? A. Yes, sir.

Q. Are you willing to swear that this is his signature? A. Yes, sir.

Mr. Merritt: I offer that letter in evidence as plaintiffs' "Exhibit 1, Bristol."

Objected to as incompetent, irrelevant and immaterial.

(Said letter is filed with this deposition and is as follows:)

6008

"William Biggart, Pres. and Treas. John Biggart, Vice-Pres. and Secr'y.

EMPIRE DOOR AND TRIM COMPANY,
INTERIOR CABINET WORK,
Hard and Soft Wood Doors and Trim Sashes, Blinds, Etc.
5 & 7 EAST 42ND STREET,
Telephone, Murray Hill 2779

New York, September 20th, 1910.

BRISTOL DOOR AND LUMBER CO.,
Bristol, Tenn.
W. O. Came, President. 6009

Dear Sir:

The expected has happened. We have received a call from the Delegate of the Carpenters' Union, here in this City, he having heard that we were buying Trim from you.

We are now brought face to face with a condition of great danger to our peace of mind, the Unions are in a position to shut us up tight if so disposed, or if our competitors take up the matter, which they certainly will

do if informed. I have had a frank and friendly talk with the Delegate and have given him your name and address, with a request that he have the National Agent, Mr. Cook, call and see you to talk over the situation. He will probably reach Bristol, about the middle of next month.

I do not wish to urge you in the matter, but if you can see your way to get together with these people, it would greatly please us, as I am sure our business can be greatly increased. At the present time we do not reach out for nor accept many orders which we might, for fear of exciting comment in the trade. We hope our business some day will take all the trim you are capable of manufacturing, but at the present time, if you can arrange matters with the Union you can easily dispose of large quantities; as I understand the conditions you would not be required to unionize your Box Factory

Kindly let us hear from you in regard to this matter. We will send you several orders within the next week. We remain,

Yours very truly,

EMPIRE DOOR AND TRIM COMPANY,

(Signed) W. BIGGART, President."

Q. I show you what purports to be a telegram from the Empire Door and Trim Company and ask you if you have ever seen that? A. Yes, sir.

Q. And did you receive that in the ordinary course of business? A. Yes, sir.

Q. Did you reply to it by letter or telegram? A. I do not recall.

6013

William O. Came, for Complainants—Direct.

Mr. Merritt: I offer that in evidence as plaintiffs' "Exhibit 2, Bristol."

Objected to as incompetent, irrelevant and immaterial.

(Said telegram is filed with this deposition and is as follows:)

(NOTE: The message is on the usual Western Union Telegraph Company's "Received" form.)

6014

"2 Kn B 12 pd 4 Exn
Via Knoxville, Tenn. 25
New York, Nov. 5th, 10.
Bristol Door & Lbr. Co.,
Br., Tenn.
Stop all work on our orders. See letter.
Empire Door & Trim Co.
11:26 a."

Q. Now, I show you a letter dated November 4th, 1910, purporting to come from William Biggart, President of the Empire Door and Trim Company, and ask you if you received that letter? 6015
A. Yes, sir.

Q. You received that through the mails in the ordinary course of business? A. Yes, sir.

Q. And shortly after the date which it bears? A. Yes, sir.

Q. Have you noted in your own handwriting there the date it was received? A. November 7th.

Q. You are willing to swear that that is the signature of Mr. Biggart? A. Yes, sir.

Mr. Merritt: I offer that letter in evidence as complainants' "Exhibit 3, Bristol."

Same objection as above.

6016 William O. Came, for Complainants—Direct.

(Said letter is filed with this deposition and is as follows:)

"William Biggart, Pres. and Treas. John Biggart, Vice-Pres. and Secr'y.

EMPIRE DOOR AND TRIM COMPANY,
INTERIOR CABINET WORK,
Hard and Soft Wood Doors and Trim, Sashes Blinds, Etc.
5 & 7 EAST 42ND STREET,
Telephone, Murray Hill 2779.

6017 New York, Nov. 4th, 1910.

MESSRS. BRISTOL DOOR AND LUMBER CO.,
Bristol, Tenn.

Gentlemen:

We are in receipt of a letter from Messrs. Worden & Hausbeck to the effect that you had advised them under date of 2nd inst. that considerable work had been done on orders from us but which were not completed. Our understanding with your agents was that work should be stopped entirely as the material cannot be used in this city under present con-
6018 ditions; we do not intend to repudiate our orders but as all labor on this material will be a total loss we wish to minimize the loss. Please advise us by return mail in detail the exact condition of all material for which you hold our orders. Do not ship us anything until further notice and oblige.

Yours very truly,

EMPIRE DOOR AND TRIM COMPANY,
(Signed) W. BIGGART, President.

 6019

Q. Now, as to all three of these exhibits, you found each of them on your regular business files? A. Yes, sir.

Q. Have you had any conversation with Mr. Biggart concerning the business, etc., to which these letters refer? A. Yes, sir.

Q. And has he ever given you any reasons why he could not go on doing business with you? A. Yes, sir.

Q. What were those reasons?

Objected to as incompetent, irrelevant and immaterial. 6020

A. Because we were running an open shop.

Q. Did he ever state to you at that time as to whether or not your merchandise was satisfactory or unsatisfactory?

Objected to as incompetent, irrelevant and immaterial.

A. Yes, sir.

Q. What did he state?

Objected to as incompetent, irrelevant and immaterial. 6021

A. He said it was as satisfactory as any stock he had ever had, or more so.

Mr. Maloney: In all cases where counsel for the defendants have made objection to the evidence as incompetent, irrelevant and immaterial, or otherwise, we have not followed it up by motion to strike out the evidence. This has not been unintentional, but we intend to have a motion to strike it all out. But for

6022

convenience sake, this is noted on the record now, so as not to be repeating such motions.

Q. You sell merchandise in Philadelphia? A. Yes, sir.

Q. Do you sell it in greater or less amounts than you do in New York? A. Larger.

Q. Of this business with customers in Manhattan, or the Bronx, or in the vicinity of New York, what proportion of it is in sash? A. Almost no sash.

6023

Cross-examination. First question by Mr. Beattie—

Q. Has your business been maintained at the same rate for the past three years? A. We have had a light increase.

Q. You are working up to your capacity? A. No, sir.

Q. What is your capacity? A. We have an equipment with power to double.

Q. Double your present business? A. Yes, sir, taking everything into consideration; I mean all lines.

6024

Q. These fifty hands in the mills, do they work on the doors and sash and other trim, only? A. Doors and sash and other trim. Yes, sir, we have about fifty.

Q. What wages do you pay them?

Objected to as incompetent, irrelevant and immaterial.

A. We pay them from 10 cts. an hour to 35 cts.

General objection to all evidence relating to the conditions of employment in the Bristol

Door & Lumber Company, and I won't take the trouble to renew it.

Q. How many men get 10 cts. and how many men get 35 cts? A. I don't recall that.

Q. I think you could recall the number that get 35 cts They are not so very numerous, are they? A. No. A small part of them.

Q. Can't you average up how much those men average per hour—those fifty men? A. Oh, I should say they would average 17½ cts., or something like that. 6025

Q. How many hours do you run your mill? A. Well, 8 to 10; part of the year run 8 hours, and part of it 10 and sometimes 12 or 13—overtime. Our regular day is 10 hours. 6026

Q. How many hours a week is your regular week? A. Sixty.

Q. What are the Union hours down here per week, and the wages, do you know? A. I do not know.

Q. Are the Unions organized in the section? A. We have none here at all.

Q. It is not a Union town? A. No, sir.

Q. Is there any Union mill in this region that you know of? A. Yes, sir. 6027

Q. What is that? A. It is 25 miles from here.

Q. You don't know what their wages there are per hour? A. I do not recall it. I did know it.

Q. Can't you find out? A. Yes.

Q. What I would like to know is this: You don't unionize for some reason or other; is it because you don't care to unionize, or because it would be more expensive? A. As I understand it, it would be much more expensive. I have never been approached.

DARK PAGE BLEED THRU

Q. No one has ever asked you to unionize your mill? A. That is, no representative. Some of our customers have.

Q. None of the organization people of the Union of Carpenters have? A. No.

Q. You say you run an open shop. You never discriminate as to union or non-union carpenters? Have you any union carpenters in there now? A. I don't know.

Q. If there are not organizations around here, it would be impossible to get one, wouldn't it? A.
6029 It is just possible that some men in my employ may have joined the union in another section. If so, I do not know it.

Q. You do not know of any union men in your employ? A. I do not.

Q. They try to make a distinction between open shops and non-union. Have you heard of that distinction? A. I have not.

Q. The distinction is, that an open shop employs union and non-union—if they can get union to work with the non-union—and the non-union shop only employs non-union men. A. Then ours has non-union men.

6030 Q. How did you come to bring this action? Who brought you into this? A. We could not sell the goods in Manhattan or the Bronx.

Q. How did you get in here, this combination? You are in a combination here in this action, aren't you? A. Yes, sir.

Q. Have you read the complaint in the case? A. I have read part of it.

Q. Do you know what you are trying to do in this action? A. Yes, sir.

Q. What? A. I am trying to stop the boycotting of our goods in Manhattan and the Bronx.

6031

Q. You are trying to compel the union carpenters to put up non-union goods? A. We are trying to open up that territory so we can sell our goods in that territory.

Q. Don't you understand the only difficulty will be that union carpenters in that territory will not put up non-union goods?

I object to this as calling for this witness's understanding and as calling for what relief he is seeking, because those are things which are not facts but which call for his construction of various matters in the suit which are matters to be presented by his attorney.

6032

A. I am not familiar with the conditions there. We sell entirely, as we class them, wholesalers.

Q. But you are suing the Brotherhood of Carpenters and you have some complaint against them. A. Simply because the carpenters won't use our goods for some reasons.

By Mr. Maloney—

Q. You mean they won't install, or handle, your goods, as mechanics or carpenters? A. I mean they won't buy our goods.

6033

By Mr. Beattie—

Q. Don't you know who the defendants are in the case? A. Somebody named "Neal, etc."

Q. I have forgotten myself. You are in this suit suing some of the buyers, aren't you? A. Yes, sir.

Q. Your suit is against the carpenters, and also against the others, for the same cause, that the

6034 carpenters, as workmen, will not work upon material made by you?

Same objection.

A. You can tell me that, but I don't know. I can not ship my goods there; I can not sell my goods.

Q. Mr. Came, let's have your idea of what your suit is about, and state whether our understanding of what your grievance is is correct. Do you sue because you understand that the workmen, carpenters, defendants in this suit, or their representatives, will not work upon your material in Manhattan and the Bronx, where you say you can not sell your goods?

6035

Objection: Objected to by counsel for the complainants.

A. Our customers will not buy our goods simply because they are made in a non-union shop.

Q. That is not the reason you are suing the carpenters, is it? A. They tell me the cause is because the carpenters, as you say, won't put up, or won't use it, because it is non-union goods.

6036 Q. Why don't you sue the customers?

Objection: Same objections as heretofore.

Q. Are we to understand from your answer that you are seeking to obtain from the court an injunction which will enjoin and restrain your customers from refusing to purchase your material for any reason? A. Not entirely; it is also the union as well.

Q. Partially, then, you seek from the court an

6037

injunction to enjoin and restrain your customers from refusing to purchase your material? A. We want to put our customers in position to handle our goods.

Q. You are suing your customers, are you not, some of them? A. I understand so; yes, sir.

Q. And you are suing the carpenters? A. Yes, sir.

Q. Please state what customers of yours are are suing. A. I do not know.

Q. You do know that you are suing the carpenters? A. Yes, sir; the carpenters' organization.

6038

Q. Do you believe that you are suing some of your customers? A. Only as affiliated with the organizations, I think.

Q. With the working organizations? A. That is as I understand it.

Q. Your last answer, as to your lack of knowledge as to whether you are suing your customers, or any of them, influenced in any way by the remarks of counsel for the complainants, that that was not the fact—it was not true that you were suing some of your customers? A. No, sir.

6039

Mr. Merritt: Counsel for complainants has made no statement that it was not true, but that he did not know whether it was true or not, and he wanted to make sure on the fact.

Q. When you made your first answer was that an inadvertent answer on your part? A. I meant only so far as they were associated or affiliated with some of the associations up there.

Q. That is the only reason, then, that you are suing customers of yours, if there are any defendants who are customers of yours? A. Yes, sir.

6040 William O. Came, for Complainants—Cross.

Q. If there should be any customers of yours defendants in this action, do you understand that you are seeking from the court an injunction to enjoin and restrain them from refusing to purchase your material for any reason?

Objection: Objected to as immaterial and further because not calling for facts

A. I do not understand it. I do not know.

Q. You mean you do not understand the suit or the question? A. I do not understand the ques-
6041 tion.

(Question repeated.) A. I have no idea how to answer it.

Q. You have a general understanding of what an injunction is? A. Yes.

Q. You know that a party may be enjoined and restrained from refusing to do a thing? A. Yes.

Q. Is there anything else about that question I asked that is ambigious? A. They can not buy our goods, for they can not sell them.

Q. Are you going to compel them to buy it, notwithstanding that they can not sell it? A. No, sir. We want to open the market for our goods through
6042 them.

Q. You mean by that that you want to compel the carpenters to install furniture and work upon the material which you make? A. Yes, sir.

Q. (By Mr. Beattie.) Do you understand that these carpenters that won't put your stuff up in New York are members of the same organization which conducts union mills which make the same stuff, or material, that you make? Is that too long, or do you get that one? A. I think I can get it, but if he will repeat it I will be obliged.

(Question repeated.) A. I do not know.

 6043

Q. You know of the Brotherhood of Carpenters? A. Yes, sir.

Q. Don't you know its membership is divided into mill men and outside men who work on buildings? A. I did not know that.

Q. You spoke of there being a union mill twenty-five miles from here. Don't you know that that is manned by the Brotherhood of Carpenters? A. I suppose so.

Q. That is one of the union carpenter mills in the country, maned by the Brotherhood of Carpenters, whose outside members—that is, outside 6044
carpenters—are the men who decline to handle your non-union goods in New York? A. I am not acquainted with the different associations. It seems to me that there are several of them.

Mr. Beattie: There is only one association of carpenters.

Witness: And they cover all—both the manufacturing and installing of trim?

Mr. Beattie: Yes, sir.

Witness: I didn't know that.

Q. If you did know that to be a fact, wouldn't 6045
you think it unreasonable for you to try to compel these fellow members to put up non-union material in New York which their own members are not making?

Objection: Objected to as incompetent, irrelevant and immaterial, and as not calling for facts.

A. No.

Q. You would not think it unfair? A. No.

Q. If what is known as "outside" carpenters—

6046 members of this Brotherhood—should put up your non-union mill products, that would tend to decrease the trade in their own members' products who work in union mills, wouldn't it?

Objection: Same objection as last above.

A. I think I ought to have the same right.

Q. The same right as union mills? A. Yes, sir.

Q. But suppose the union mill is manned by members of the same organization that you are suing—say this mill twenty-five miles from here
6047 —that is manned by our own members—it must be—now, you want to compel our outside carpenters, also our own members, to put up your mill products, and you claim that you should have the same rights in that connection as this union mill manned by our own members?

Objection: Same objection.

A. Yes, sir.

Q. I guess you admit that that union mill is paying higher wages and has shorter hours? A. I do not admit that.

6048 Q. Your reason for not joining the union is, that it would be more expensive in that regard—hours and wages? A. Yes, sir.

Q. You do not know of any reason why these union carpenters in New York should want to discriminate against your goods more than any other non-union mill, do you?

Objection: Same objection.

A. No, sir.

Q. They have no feeling, malice, or grudge against you that you know of?

DARK PAGE BLEE

6049

Objection: Same objection.

A. I do not know.

Q. You feel as if you are treated the same as all other non-union mills, don't you? That they have a rule against non-union mills in New York, and you are in the class of non-union mills?

Objection: Same objection.

A. I have no idea what they are doing with other non-union mills.

6050

Q. You do not feel that they are making any special effort against you? A. I do not see why they should.

Q. You have never had any difference with them that would lead to any malice against you? A. Not that I know of.

Q. That is, it is not a conspiracy against you, it is a conspiracy against all non-union mills; is that your idea?

Objection: Same objection.

A. It looks to me as if it is a conspiracy against my goods.

6051

Q. Isn't it only because your goods are non-union? A. So far as I know.

Q. Not because they are made by you? A. Not as far as I know.

Objection: Same objection, and the further ground that this witness has testified that he is not familiar with the conditions in New York.

Q. In joining with these seven other plaintiffs,

THRU

6052 William O. Came, for Complainants—Cross.

you have an idea of getting a preference over other non-union mills, haven't you? A. No, sir.

Q. Well, there are, I suppose, fully 2,000 non-union mills in this country, are there not? A. I do not know.

Q. Can you approximate it? A. No, sir

Q. You would not want to say there are not, would you? A. I do not know.

Q. Can't you give us some figures? They are scattered? A. I have no idea.

Q. Don't you run across them in your trade?
6053 A. Very seldom that I know whose they are, union or non-union.

Q. Let's assume that there are 2,000 non-union mills in this country; you and your seven fellow conspirators, complainants here, if you procure an injunction, you will get a preference over the nineteen hundred and ninety-two other non-union mills?

Objection: I object to your characterizing the complainants as "conspirators," an assertion which there is no testimony on the record in this case, or in this deposition, to
6054 justify, and I object to it further because the question is based upon a fact which the witness knows nothing about and can not properly be made the subject of examination; objected to further as not calling for facts.

A. I do not think so.

Q. Let's see how that will work out: Eight of you get an injunction that will compel us to put up your stuff in New York and compel these other defendants to buy your stuff in New York; now, these other non-union men, 1,992, not having an in-

6055

junction, we can decline to handle their goods and you would get a preference, wouldn't you? A. I would not expect any preference.

Q. But you know you are not going to open the market except for yourself and those other seven? A. I think it would.

Q. You think it would open the market for others? **A. Yes, sir.**

Q. There is no way of opening the market except to get us to put the goods, is there? That is the only door that is to be opened? A To use them; yes, sir.

6056

Q. To make us use your goods? A. Yes, sir.

Q. If the court will say it orders us to use the goods of your eight non-union mills, you don't expect us to open the door to the other 1,992? A. If we can force you to use our goods, I think the other non-union shops could do the same thing.

Q. By getting 1,992 other injunctions? A. I do not know the number.

Q. May be a little variance. That is the only way it could be done that you know of? A. I had an idea that our suit would open it.

Q. Would start an avalanche of similar suits? A. I think it would open the territory to non-union goods.

6057

Q. That is what I want to know and how you come by that. You eight people got together and agreed on this action?

Objected to as incompetent, irrelevant and immaterial and as not cross-examination.

A. No, sir.

Q. Didn't you have any conference at the beginning, before you started this action? A. No, sir.

6058 William O. Came, for Complainants—Cross.

Q. No conference along the line of finding out what preference you would get? A. No, sir.

Q. And no correspondence?

Same objection to this entire line of examination; and I move that the testimony already given in that connection be stricken out and ask that my objection continue to all other questions of this kind.

A. We have had some correspondence.

6059 Q. Is that what brought you together? A. You mean in the suit? We never have been together; I have never been.

Q. You are acting together in the one action, are you not? A. Yes, sir.

Q. Eight of you work together here as plaintics; and didn't you form any plan of action, by correspondence, or otherwise? A. Only through counsel, so far as I am concerned.

Q. And figured out how you would come out in the end? A. Only my counsel——

Q. (Interrupting.) Who is your counsel? A. Mr. Merritt.

6060 Q. And how did you get ahold of Mr. Merritt? A. By being a member of the Anti-Boycott Association.

Q. Oh, you are a member of that. When did you become a member of that? A. A year or more ago.

Q. Before this action was begun? A. Yes, sir.

Q. Was it in order to bring the action? Just prior to it? A. I do not recall.

Q. Are you paying money for the expenses of this suit, or are you simply paying what you call "dues" to the Anti-Boycott Association?

I move that all testimony in regard to the Anti-Boycott Association be stricken out on the ground that it is incompetent, irrelevant and immaterial, and not cross-examination, and I want the same objection to future testimony.

A. I think they call them assessments.

Q. How much have you paid since you were a member? A. I do not know.

Q. Can't you approximate it? A. Maybe $50. 6062

Q. About $50? A. Or $75.

Q. And that is all that you have contributed toward this litigation since it begun? A. Yes, sir.

Q. And that money was not paid to your counsel? A. No, sir.

Q. It was paid to the American Anti-Boycott Association? A. Yes, sir.

Q. And did you pay any of that money since the first of September last, to the American Anti-Boycott Association? A. I think so.

Q. Can you tell us when, and how much? A. 6063 No, sir.

By Mr. Maloney—

Q. Was it by check? A. Yes, sir.

Q. Is your office here where you keep the check? A. My office is here.

Q. Can you get us the check? A. Yes, sir.

By Mr. Beattie—

Q. Do you mind letting us have that check? A. I will be guided entirely by the advice of counsel.

Mr. Merritt: Counsel has no objection, except to save his objection to the incompetency and inadmissibility of the testimony on all grounds.

Q. Any checks that have been paid to the American Anti-Boycott Association since September 1st, 1911? A. Yes, sir.

Note.—At this point Mr. Came, the witness, 'phones to his office and asks that the checks be sent him by messenger.

6065

By Mr. Maloney—

Q **Don't you** know how you came to start in on this suit? Who suggested it, or did you suggest it? A. I think we were written to by the American Anti-Boycott Association asking the question if we were having any trouble. We answered that we were having trouble; that our goods were being boycotted and that we were out of Manhattan.

Q. Any of the other plaintiffs suggest bringing the suit, or were you the first? A. I do not

6066 know.

Q. Did the association suggest that you join in with the other seven? A. I do not know but they did. They asked us the question if we were having trouble with our goods; we told them "yes," and information came from their office that a suit was going to be brought and we joined it.

Q. Wasn't it this way: Didn't they say they had seven others who were going to sue because of trouble in New York and that, if you had trouble, you could join? A. I do not recall.

Q. You would not have brought the suit if the American Anti-Boycott Association had not written you, would you? A. I do not know.

Q. You would not have brought the suit if you had to pay for it? A. We do have to pay our proportion.

Q. This is a suit costing several thousand dollars, isn't it? Don't you understand that it is an expensive litigation? A. I suppose it is.

Q. You would not have brought it if the American Anti-Boycott Association had not started? 6068

Objected to as calling for the witness to answer a hypothetical question as to what he might have done under conditions that might have taken place.

A. I do not know.

Q. You did not bring a suit until they started you in on this one against these defendants? A. We went in of our own free will, as we were members of the American Anti-Boycott Association and we wanted to get what protection we could and open that market through that association. 6069

By Mr. Maloney—

Q. But you might not have brought it, and you had no intention of bringing it, until you received this correspondence from the American Anti-Boycott Association?

Objected to as improper in form, as calling upon this witness to testify as to what he might have done under certain circum-

stances, and also renew the other objections as to the admissibility of this testimony.

A. I do not know whether I would have brought a suit if I had not joined with the others. I do not know whether I would have brought a suit or not.

Q. What about your intention? A. My intention was to get some sort of a redress for opening up that market in some way.

Q. By a litigation? A. Or otherwise.

6071 Q. Can you give us anything that would evidence your intention before you had this correspondence with the American Anti-Boycott Association? A. Just my mental condition. We did not want to lose the territory.

By Mr. Beattie—

Q. This American Anti-Boycott Association is a volunteer association. You know what that is? A. Yes, sir.

Q. That is, it is a concern that isn't incorporated, has a number of members and has a president and treasurer, isn't it? A. I do not

6072 know.

Q. And it has a purpose for its existence? A. Yes, sir.

Q. And that is to bring litigation against labor, isn't it? A. I do not know.

Q. Have you ever heard of its doing anything else except bring suits against labor? A. This is my only direct experience.

Q. As a member of ta thassociation you are bringing a lot of other actions against labor now, aren't you? A. I am not familiar with it.

6073

Q. Don't you understand that you are responsible for these other actions you and your fellow members are bringing against labor? A. I do not know.

Q. Don't you know whether you are responible or not? A. I don't know that there were any other suits.

Q. Do you know that the American Anti-Boycott Association goes ahead and brings actions without consulting its members? A. I do not know.

Q. Do you know that you are bringing an action in the name of Louis Bossert against the same defendants? 6074

Objected to as irrelevant and immaterial.

A. I do not know.

Q. Don't you know that such action has been brought since you have been a member? A. I do not know.

Q. That that action has been brought in New York? A. No, sir.

Q. Didn't you understand your funds were being used to bring these other litigations against labor? 6075

Objected to as irrelevant and immaterial.

A. No, sir.

Q. What is this American Anti-Boycott Association? Are not you some part of it? Or is there some internal clique that is running the assoiiation?

Objected to as irrelevant and immaterial.

A. I am a member.

6076 William O. Came, for Complainants—Cross.

Q. But you don't vote or have any privileges as to deciding on what litigation you shall bring? A. I do not know.

Q. Has it ever been put up to you? A. Not that I recall.

Q. Have you ever attended any meeting of this American Anti-Boycott Association? A. I have not.

Objected to as incompetent, irrelevant and immaterial, and the same objection to this entire line of testimony; and also on the ground that it is not cross-examination.

6077

Q. Do you understand that this American Anti-Boycott Association is a conspiracy of a number of people to bring litigations—of whatever sorts—against labor organizations, and that you are one of the conspirators?

I object to this question as calling for a conclusion, using a word that has a legal significance, and also on the grounds already stated.

6078 A. No, sir.

Q. You do not understand that? A. No, sir.

Q. Do you know of any other action that has been brought by you and your fellow members of the American Anti-Boycott Association against labor during the year or so that you have been a member?

Same objection.

A. No, sir.

Q. You have no idea of how many actions they

6079

have conducted in New York? A. No, sir.

Q. Is the Bristol Door & Lumber Company incorporated? A. Yes.

Q. Is it the member, or are you? A. I am.

Q. As an individual? A. Yes, sir.

Q. Then all your answers have applied to you? A. Yes, sir.

Objected to on the ground that the proper evidence of that sort of thing is the membership slip as to just the name of the person, or corporation, that is the member, and as to who pays the dues, the company or Mr. Came personally.

6080

Q. Did you pay these dues personally, or did the corporation pay the dues? A. The corporation paid them.

Q. You are credited with the payment, I suppose? A. I do not know how it is handled.

Q. I mean in your own affairs? A. No, it is a company charge on our books.

Q. But you are a member? A. Yes, sir.

Q. Do you know of any functions that you have performed as a member of the American Anti-Boycott Association since you joined it? A. No, sir.

6081

Q. Do you know of any functions you have been asked to perform, or vote upon, since you have become a member? A. I do not recall any.

Mr. Merritt: I think the witness is confused as to the exact nature of the membership and that the Bristol Door & Lumber Company is the member and that he is the personal representative of that company, rec-

ognized by the American Anti-Boycott Association.

The Witness: My company pays the dues.

Mr. Merritt: And your dues are passed upon the payroll of your company, are they not?

The Witness: Yes, sir; but I think all the correspondence was coming in my name, personally, and that was my idea.

Q. The same answers that you have given
6083 would apply to the company in such matters as to whether it had been called upon to perform any functions as a member? A. Yes, sir.

Q. You are practically the company, so far as the American Anti-Boycott Association is concerned? A. I represent them in that association.

By Mr. Maloney—

Q. All of the correspondence between your company and the American Anti-Boycott Association, and the relation of your company and the American Anti-Boycott Association are matters which come to your personal attention and over
6084 which you have charge? A. Yes, sir.

Q. When you say you have not been asked to perform any function during the year or so you have been a member, you mean you have not been asked to perform any other action except to act as one of the complainants in this suit? A. Well, we were not asked that. We are a plaintiff in the suit.

Q. And you did that after you had been corresponded with by the American Anti-Boycott Association? A. Yes, sir.

6085

Q. And there is no function other than acting as a complainant in this suit, as a member of this American Anti-Boycott Association? A. I do not recall any.

Mr. Merritt: Haven't you received a list of the members of your group to vote upon and elect a chairman of your group?

The Witness: Yes, sir, I have; a committee, I think three; I voted for a committee of three.

Mr. Merritt: To represent the group in which you are enrolled as a member?

6086

The Witness: Yes, sir .

By Mr. Beattie—

Q. Who did you vote for? Who represented you?

Objected to as incompetent, irrelevant and immaterial.

A. I do not remember.

Mr. Merritt: If it appears on this record that I have elicited any of this information on this branch of the examination, it is without prejudice to my objection to the admissibility of the testimony and only for the purpose of having the facts appear correctly from certain information which I myself possess.

6087

Q. Do you remember the names and addresses of those people that you voted for? A. I do not remember.

Q. They were furnished to you by a clique of

6088 that association, weren't they, those names? A. As I remember, the full list of members of the American Anti-Boycott Association, in this particular group, was furnished to me and I was to vote for a chairman and two other members, I think.

Q. You were not given the separate names to vote for? A. A complete list of the members in this particular group; I do not remember what it is called.

Q. Do you remember any of those who were
6089 represented as members of that group?

The Witness: You mean of this committee?

Mr. Beattie: Yes.

Objected to unless the witness does know who has been elected.

A. I do not remember.

Q. Is that the only function you had to perform—to vote for certain other members? What have they got to do with the thing—these three men? A. Theyare called a committee; what they do I do not know.

6090 Q. Do they handle the funds?

Objected to as incompetent, irrelevant and immaterial, and because the counsel have already offered in evidence the constitution of this association, which is controlling evidence, and proper evidence, as to the functions of the officers and the operations of the American Anti-Boycott Association.

By Mr. Beattie—

Q. How about that? A. I do not know.

 6091

Q. Do you know what is done with the money, or what is done by the American Anti-Boycott Association, or do you vote on it? Or how do you figure in this conspiracy against labor, known as the American Anti-Boycott Association? A. I do not know.

Same objection.

Mr. Maloney: I offer these two checks in evidence, the checks referred to by the witness on his examination.

Objected to as irrelevant, incompetent and immaterial, and not cross-examination. 6092

Mr. Maloney: I ask that these be written right into the record; but we want the originals filed, though, and sent to the Clerk.

(Said checks are filed with this deposition, as requested. The first, dated September 20th, 1911, marked "Exhibit A, Feb. 9th, 1912," is as follows:)

"No. 2672

BRISTOL DOOR & LUMBER CO. 6093

Manufacturers of Band Sawed

L U M B E R

Wholesale Manufacturers of
Doors, Trim, Mouldings,
Turned Work, Boxes, Shooks & Crates

Registered

(Tenn.) Bristol, Tenn., Sep. 20, 1911.

Trade Mark

6094 William O. Came, for Complainants—Cross.

Pay to the order of AMERICAN ANTI-BOYCOTT ASSO. $4.12
Four and 12/100.....Dollars.

Not Over Five Dollars 5

BRISTOL DOOR & LUMBER CO.
By (Signed) W. O. CAME,
To *President.*

THE DOMINION NATIONAL BANK
6095 Bristol, Va.-Tenn.

(Note.—The following is endorsed on back:)

This check is in settlement of the following account:

If not satisfactory return at once.

Your endorsement is the only
acknowledgment required
American Anti-Boycott
Association

6096

Pay to the order of
SECOND NATIONAL BANK
of the City of New York
Henry A. Potter,
Treasurer.

By THE NATIONAL CITY BANK
of N. Y., Or Order
Prior Endorsements Guaranteed
SECOND NATIONAL BANK
Wm. Pabst, Cash.

William O. Came, for Complainants—Cross. 6097

Pay any Bank or Banker
Or Order
Prior Endersements Guaranteed
Oct. 6, 1911
THE NATIONAL CITY BANK
of New York
8A A. Kavanagh, Cashier 8A

C L E A R E D
Oct. 9, 1911.
Bristol, Tenn."

(Note.—The other check, dated November 20th, 1911, marked "Exhibit B, Feb. 9th, 1912, is as follows:) 6098

"No. 15599

BRISTOL DOOR & LUMBER CO.
Manufacturers of Band Sawed

L U M B E R

Wholesale Manufacturers of
Doors, Trim, Mouldings,
Turned Work, Boxes, Shooks & Crates
Registered
(Tenn.) Bristol, Tenn., Nov. 20, 1911. 60 9
Trade Mark

The First National Bank

P A I D

Dec. 11, 1911
Bristol, Tenn.-Va.

Pay to the order of AMERICAN ANTI-BOYCOTT ASSOCIATION $3.18
Three and 18/100.....Dollars.
Not Over Five Dollars 5.

6.00 William O. Came, for Complainants—Cross.

BRISTOL DOOR & LUMBER CO.,
By (Signed) W. O. CAME,
President.

To
THE FIRST NATIONAL BANK
Bristol, Va.-Tenn.

(Note.—The following is endorsed on back:)

This check is in settlement of the following account:

Assessment for Oct.

6101 If not satisfactory return at once.
Your endorsement is the only
acknowledgment required.
American Anti-Boycott
Association.
Pay to the order of
SECOND NATIONAL BANK
of the City of New York
Henry A. Potter,
Treasurer.

By THE NATIONAL CITY BANK
of N. Y., Or Order
6102 Prior Endersements Guaranteed
SECOND NATIONAL BANK
Wm. Pabst, Cash.

Pay any Bank or Banker
Or Order
Prior Endersements Guaranteed
Oct. 6, 1911
THE NATIONAL CITY BANK
of New York
8A A. Kavanagh, Cashier. 8A

 6103

Q. These defendants' Exhibits A and B have both been paid? A. Yes, sir.

Q. And that is all the money that your company, or yourself, has paid the American Anti-Boycott Association since September 1st, 1911? A. I think so.

Q. In connection with this suit or in any other connection? A. I think so.

Q. Do you employ any women in your mill? A. No, sir.

Q. How young do you employ children? A. I think the State law is thirteen years and 6104
over; fourteen, I think.

Q. Do you employ any down to fourteen? A. There might be one or two boys—not in the number we have spoken of, the fifty people.

Q. I mean the whole? A. Maybe a half dozen boys between fourteen and eighteen.

Q. And no women? A. No, sir. The boys are all water boys, off-bearers, or something.

Q. (By Mr. Maloney) Mr. Came, your idea is, that the market in New York will be opened up by this litigation?

Objection: Objected to as incompetent in 6105
form and not calling for facts.

A. I hope so.

Q. I wrote down your answer, and it was to open the market in New York for these goods? A. I hope so.

Q. So that is just a mere hope on your part, or is that the object of the suit? A. It is the object of my part of the suit, yes, sir.

Q. That is to say, when you speak of the market, you mean that you want to have it established

6106 William O. Came, for Complainants—Cross.

in this suit that the working men who are members of the Carpenters' Union, must put up material made in non-union shops, precisely the same as they put up material which is made in union shops, without distinction? A. I want to sell my goods.

Q. I would like to have a direct answer? A. Yes, sir.

Q. Now, were you influenced, after you had corresponded with the American Anti-Boycott Association, in bringing the suit for the pur-
6107 pose which you have just testified—because there were no union men, carpenters, in New York who would put up the non-union made material?

Objection: Same objections, and the further ground that the witness has testified he does not know concerning the conditions in New York.

Mr. Maloney: I object to your suggesting to the witness.

Mr. Merritt: I am objecting to your question.

6108 A. I do not recall.

Q. Did you make any effort to have your goods installed by non-union men? A. No, sir.

Q. Then, is it your idea that the suit will establish the right to have the union men put up the non-union material, without regard to the fact of whether there are non-union men who could be employed to put it up? A. I do not know.

Q. I am only asking for your own views about the suit? A. Well, I have no idea about it.

Q. The fact was, that you might never have

6109

brought this suit at all, even though you really thought you had a meritorious cause of action, if you had not had correspondence with this American Anti-Boycott Association?

Objection: I object to that question. It has already been asked twice; and for the further ground that it is hypothetical.

A. I do not know what I might have done.

Q. Speaking from your present point of view, you can not tell what you might have done?

6110

Objection: Same objection.

A. No, sir.

Q. If you had supposed that this litigation, or had been told, or given satisfactory proof, that it would be expensive litigation, conducted by the American Anti-Boycott Association, to your membership therein would you have undertaken the suit? A. I do not know.

Q. Did your board of directors meet and discuss the question of expense of the litigation? A. No, sir.

6111

Q. Have they discussed this litigation at all, before its commencement? A. Not as a board; no, sir.

Q. If you believed that the conducting of this litigation through the American Anti-Boycott Association, under the laws of the State of New York, was a crime, would you still persist in maintaining the litigation, so far as your part is concerned? A. I do not know.

Objection: Objected to as incompetent, ir-

6112 William O. Came, for Complainants—Cross.

relevant and immaterial, and on the further ground that it is a hypothetical question.

Q. Has your attention been brought, or the attention of your company, to Section 280 of the Penal Law of the State of New York, so far as your part of this litigation is concerned? A. I do not remember.

Objection: Objected to as incompetent, irrelevant and immaterial, and I move that the question and answer be stricken out.

6113

Q. Do you sell any goods in New York now? A. Not a dollar. I mean in Manhattan or the Bronx.

Q. What was the greatest amount you ever sold there in any one year? A. Twenty to twenty-five thousand dollars, in that class of goods.

Q. What amount did you sell, during the same period in which you sold this $25,000 worth in Manhattan and the Bronx, in the City of New York, outside of Manhattan and the Bronx? A. I do not know.

Q. You came here prepared only to testify to sales made in Manhattan and the Bronx section of
6114 the City of New York, on the one hand, and sales made in the other parts of the City of New York and outside, in New Jersey and other places, on the other hand; is that right? A. Yes, sir; the total sales; I divided them as being sold through my New York agent, but only the one division making two sections.

Q. What were your total sales in 1911, through your New York agent? A. About $20,000.

Q. What were they in 1910? A. About $45,000. In 1910, the total sales, Manhattan and

6115

Bronx, and vicinity, about $44,000; in 1911, nothing in Manhattan and the Bronx, and in the vicinity about $22,000.

Q. The vicinity to which you refer includes the balance of the City of New York and parts outside of New York? A. Northern New Jersey, and Long Island and Southern New York.

Q. Have you known that there has been any depression in the trade during the past year and a half, or two years? A. Yes, sir.

Q. There has been a serious depression in business generally, hasn't there? A. I think so.

6116

Q. (By Mr. Beattie.) Taking all of your sales in Manhattan and the Bronx, of all mill products, or wood turned out by you, how much do you sell now? A. Nothing.

Q. I am taking lumber and furniture that you sell there, flooring—you make flooring? A. Not for that market. We sell no mill work at all in New York City, in Manhattan and the Bronx; I did not sell a dollar last year, and we have not sold a dollar up to now.

Q. What have you sold? A. We have sold lumber; but where it goes I do not know.

6117

Q. Is it possible for you to tell us how much wood you have sold in Manhattan and the Bronx? A. No, sir. We sell a great deal through New York lumber people, you know; but where it goes I do not know.

Q. Have your sales increased largely since, say 1910 in Manhattan and the Bronx? A. No, sir.

Q. Haven't fallen off any, have they? A. We are handling more lumber in all the sections that we are selling to and shipping to.

Q. That is including Manhattan and the Bronx?

6118

A. Yes. But the division I can not tell you. We are handling more goods.

Q. The amount of goods depends, too, on the agent you employ in different cities, doesn't it? A. Yes, sir; and the quality of material we turn out.

Q. How long is it that you have had Worden? A. I think four or five years; and his predecessor.

Q. And you first started in with your trim, or with your doors and trim, in the New York market, when? A. Approximately 1893; seventeen

6119 or eighteen years; we began business in 1893.

Q. Have you got the figures for those other years? A. No, sir; we have not. It would be very difficult. We have had an agent there since 1906 or 1907, but before that time we did it directly from the office.

Q. Can you tell us the name of the president of the American Anti-Boycott Association? Or if counsel will help us it would greatly oblige? A. I can not tell you.

Mr. Beattie: I do not hear a word from your counsel.

6120 Mr. Merritt: There is no president, so far as I know.

Q. (By Mr. Maloney.) Is the wood, door lumber, which you do sell in Manhattan and the Bronx now, the same material which is used in the construction of these doors, sash and trim? A. I do not know. We are selling hardwood lumber.

Q. Is the hardwood lumber which you manufacture, of the same or different species of wood? A. Almost every species is grown in the hardwood section.

6121

Q. What do you make the doors, and sash, and trim, out of, for New York and the Bronx, where you have sold it before? A. We make trim out of oak, ash, chestnut, poplar, bass and N. C. pine.

Q. And the doors and sash? A. We make almost no sash, and doors we make of oak, chestnut, ash, poplar or whitewood and bass.

Q. And have you sold any oak, chestnut, poplar, bass, whitewood, or N. C. pine, in New York, Manhattan and Bronx, in 1910-11? A. We sold it in 1910, in trim; in 1911 we sold no trim.

6122

Q. I know that. But did you sell any lumber which was made out of oak, or any of these different species of wood that you have referred to?

The Witness: In Manhattan and the Bronx?

Mr. Maloney: Yes?

A. We sold some wholesale lumber to people whose offices are in New York City.

Q. Did you sell in Manhattan, or Bronx, any material made out of these different species of wood, any wood, any lumber, during 1910 or 1911?

6123

The Witness: Whose offices are there?

Mr. Maloney: Yes, sir; and what does that amount to in figures?

A. I do not know.

Q. This has been larger than in the past, I understood you to say? A. Generally business has been greater.

Q. I am not referring to doors, or trim, or sash, but to the wood? A. Our quantity of business has been somewhat greater in 1911; whether we had

as much in 1911 sold in New York City, to the wholesalers there, I do not know.

Mr. Merritt: Do you mean the quantity of all your business, or quantity of lumber business?

The Witness: Quantity of all our business.

Q. I understood you to say that the quantity of your lumber business had increased in the last few years? A. We have increased our whole business.

6125 Q. Has that increase been in the lumber business as well as in the door, sash and trim? A. I do not recall.

Q. You have not gone over the figures to find out? A. No. I know our volume of business has increased.

Q. Are you in active charge and management of the business? A. Yes.

Q. Is the wood, which I call lumber, shipped by you to Manhattan and the Bronx, to these persons having offices in Manhattan and the Bronx, of such quality that it could be used for the manufacture of doors, sash and trim, such as you make?

6126 It could be manufactured into trim? A. I do not think doors could be made.

Q. You sold no lumber that could be used for doors? A. I do not think so.

Q. Are you sure about that? A. It would have to be re-manufactured to do it. It would have to be cut into veneers, I think.

Q. In other words, it would have to be manufactured there instead of here? A. Yes, sir.

Q. But in other respects it is the same material? A. The same kind of wood.

William O. Came, for Complainants—Re-direct and Re-cross. 6127

Re-direct examination by Mr. Merritt—

Q. What customers asked you to unionize? A. Mr. Biggart, of the Empire Door and Trim Company.

Q. And was it at or about the time that you received these letters from him, Complainants' Exhibits 1, 2 & 3, Bristol? A. Yes, sir.

Q. The same question came up as to whether your shop was a non-union or an open shop. I understood you to say that it is a non-union, because you know of no union men being there? A. Yes, sir. 6128

Q. I want to know whether it is done in the sense that you have ever taken any steps to prevent union men being there? A. I have never taken any steps to prevent union men from working there.

Re-cross-examination by Mr. Maloney—

Q. If a man went into your shop and said he was a union man and desired employment—eight hours a day, union wages—would you employ him? A. If we needed him. 6129

Q. Is that the best answer you can make to that? A. I think that is all the answer.

Q. Would you not, as a matter of fact, because you could employ another man cheaper who would work longer hours? A. We have our stated prices, and men, union or non-union, all look alike.

Q. But you see, counsel has asked you a question designed to show that your shop does not discriminate against union, or non-union. I want to know whether that is a fact? A. It is a fact.

Q. That you do not discriminate? A. No, sir.

6130 William O. Came, for Complainants—Re-cross.

Q. Would you employ a union man who went to your establishment and asked for employment, eight hours a day and at the union wages, the hours being less than your hours and the wages being higher, and he being a man of the same ability as one of your employees in the same position, and you could get other men here, who were not members of the union, who would work for the same wages and the same hours, as the employe already in your shop?

6131 Objection: I object to the question as hypothetical and not based on actual conditions; it does not appear in any way as to whether the union rate of wages, or union hours, in this part of the country, are better for the workmen than the conditions prevailing in non-union factories, like the Bristol Door and Lumber Company.

A. We would not want to increase our wages.

Q. I suppose then, that you would not employ the man, to be candid?

6132 The Witness: You say we would have to pay him more money for less hours, for the same ability?

Mr. Maloney: Yes.

A. We would not employ him, if we could get others.

Q. When Biggart asked you to unionize your shop, did you refuse? A. I said I would meet the delegate.

Q. No delegate ever came to see you? A. No, sir.

 6133

Q. Never heard of it afterwards? A. He said a man would be here.

Q. No man ever came to see you? A. No, sir.

Q. You gave no definite answer one way or the other whether you would unionize it? A. No. I told him I would not organize a labor union myself, labor association, I mean—in this section, myself—as I was no labor organizer.

Q. You meant by that, in your shop, didn't you? A. I meant anywhere in this section. I would not go out in my mill, or in this section, to ask a workman to become a member of any association. 6134

Q. Did Biggart ask you to do that? A. No; he just asked us to make a union shop out of it.

6135

6136 Affidavit of H. G. Lavinder.

CIRCUIT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, Limited, *et als.*,
Complainants,

against

ELBRIDGE H. NEAL, etc., *et als.*,
Defendants.

6137

I, the undersigned H. G. LAVINDER, do hereby certify that pursuant to the annexed stipulation and the annexed notice issued and served in the above-entitled case, wherein Paine Lumber Company, Limited, *et als.*, are complainants, and Elbridge H. Neal, *et als.*, are defendants, that I was attended at my office, in the Dominion National Bank Building, in the City of Bristol, County of Washington and State of Virginia, by Walter Gordon Merritt, of counsel for the said complainants, and by Charles Maitland Beattie and William P. Maloney, of counsel for defendants Elbridge H. Neal and others, for whom they have heretofore appeared in this action, as appears on file, on the 9th day of February, 1912, and that the afore-mentioned witness, W. O. Came, who was of sane mind and age, was by me first carefully examined and cautioned and duly sworn to testify the truth, the whole truth and nothing but the truth, and he thereupon testified as is above shown and at the time and place aforesaid, and that the deposition by him subscribed, as above set forth, was

6138

taken down by a competent stenographer in shorthand, in the presence of the witness as he testified and from his statements, and that his deposition was subsequent subscribed and sworn to by the said witness in my presence.

I further certify that the reason for taking said deposition was and is, and the fact was and is, that the deponent lives and resides in the State of Tennessee, more than one hundred miles from the place where the said suit is appointed by law to be tried, and that I am neither next of kin nor of counsel or attorney to any of the parties in this 6140
said suit, nor interested in the event of said cause, and that it being impracticable for me to deliver said deposition and the exhibits thereto attached with my own hand unto the Court for which it was taken, I have retained the same for the purpose of being sealed up and directed with my hand and speedily and safely transmitted to the said Court for which it was taken, to remain under my seal until then opened.

I further certify that the fee for taking said deposition is $———— and has been paid to me by the complainants, and the same is just and 6141
reasonable.

As Witness my hand and seal this ——day of February, A. D., 1912.

. . . . . .

Notary Public for the City of Bristol, Virginia.

6142 William D. Huber, for Complainants—Direct.

CIRCUIT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, Ltd., *et al.*,
Complainants,
against
ELBRIDGE H. NEAL, ETC., *et als.*,
Defendants.

6143 PLEASE TAKE NOTICE, that the plaintiffs herein will take the testimony of William D. Huber and Frank Duffy, who reside more than one hundred (100) miles from the place of trial herein and more than one hundred (100) miles from any place at which a Circuit Court of the United States for the Southern District of the State of New York is appointed to be held, for use on behalf of the plaintiffs herein, before W. S. Garber, a Notary Public of the State of Indiana in and for the County of Marion, who is not of counsel nor interested in this matter, or before some other officer authorized by law to take depositions, at the office
6144 of Charles Martindale, Room 821 Lemcke Building, in the City of Indianapolis, County of Marion, and State of Indiana, on the 28th day of December, 1911, at ten o'clock in the forenoon, and thereafter from day to day as the taking of the depositions will be taken in accordance with the provisions of the statutes of the United Sttaes relative to the taking of depositions de bene esse.

Dated, New York, December 12th, 1911.

WALTER GORDON MERRITT,
Attorney for Complainant.
Office and P. O. Address,
27 William St.,
New York City, N. Y.

William D. Huber, for Complainants—Direct. 6145

Service of the foregoing notice is hereby acknowedged, and

IT IS HEREBY STIPULATED AND AGREED that the aforesaid depositions may be taken down in shorthand and subsequently transcribed on a typewriter by the stenographer taking such depositions.

(Signed) CHARLES J. HARDY,
PHILLIPS & AVERY,
Attorneys for The Bottsford-Dickinson Co.
C. M. BEATTIE,
EIDLITZ & HULSE. 6146
WILLIAM BUTLER.

6147

6148 William D. Huber, for Complainants—Direct.

THE UNITED STATES OF AMERICA,
STATE OF INDIANA.

STATE OF INDIANA,
County of Marion,
City of Indianapolis.

IN THE CIRCUIT COURT OF THE UNITED STATES,
Southern District of New York.

PAINE LUMBER COMPANY, Ltd., *et als.*,
6149 Complainants.
vs.
ELBRIDGE H. NEAL, ETC., *et als.*,
Defendants.

The Examination of Witnesses, *de bene esse*, taken on the 28th day of December, 1911, on behalf of the complainants, before me, William S. Garber, at the office of Charles Martindale, No. 821 Lemcke Building, in the City of Indianapolis, in the State of Indiana, in the above-entitled action.

6150

APPEARANCES:

For Complainants—WALTER GORDON MERRITT, Esq., CHARLES MARTINDALE, Esq.

For Defendants—C. M. BEATTIE, Esq., WILLIAM P. MAHONEY, Esq.

WILLIAM D. HUBER, a witness called on behalf of the complainants herein, and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says as follows:

 6151

Examination in chief—
Questions by Walter Gordon Merritt, Esq.—

Q1. Give your full name, Mr. Huber? A. William D. Huber.

Q2. And your age, please? A. Fifty-eight.

Q3. You are President of The United Brotherhood of Carpenters and Joiners of America, are you not? A. Yes, sir.

Q4. How long have you been President of that organization? A. A little over twelve years. Twelve years last November.

6152

Q5. Can you produce for us here a copy of the Constitution and By-laws as they existed last spring, when this suit was started? A. Well, I don't know whether I have them with me or not. I haven't got it here. I can send up and get it.

Q6. Well, we can get it later. In your Constitution and By-laws you have a rule which reads as follows, have you not:

> "It shall be the duty of all District Councils and Local Unions to promote the use of trim and shop made carpenter work bearing this Label, and wherever possible to prevent the members under their jurisdiction from 6153
> encouraging the use of any unfair material by handling the same."
>
> Mr. Maloney: What section is that?
>
> Mr. Merritt: I do not want to say, because the number may be changed. This is the 1909 Constitution and By-laws. I don't think the wording is changed, but I notice you have changed the numbering sometimes.

A. That is right. That might be changed a little bit. I don't know.

6154

Q7. When was that rule adopted? A. That was the first time it was ever put in our Constitution that I remember of, at that Convention.

Q9. Did not this rule come up for adoption, or recommendation, at the Convention of 1904? A. Not that I remember of.

Q10. Now, I wish you would just examine your 1904 Convention Proceedings? A. I cannot remember that far back, I will admit.

Q11. Just look at your 1904 Convention Proceedings.

6155

Mr. Maloney: We object to that as incompetent, irrelevant and immaterial.

Q12. Look on page 334, Mr. Huber? A. Yes; that was in here.

Q13. Well, your Convention adopted it in 1904, and it then had to be submitted, did it not, to a referendum vote? A. Yes.

Q14. And cannot you testify that it was submitted to a referendum vote shortly after the Convention? A. Why, yes, it had to be submitted. We have to submit them.

6156

Q15. Can you tell me how many votes were received in favor of that rule? A. I cannot do it without looking it up.

Q16. Could you ascertain that without a great deal of trouble? A. I would have to look it up and tabulate the committee's report.

Q17. Would not that appear in your Carpenter'' Journal? A. Yes, that ought to.

Q18. Do you know what the usual vote is on amendments to the Constitution? A. It differs from time to time.

Q19. It is not as much—it is not much over ten per cent. of your entire membership, is it? A. Yes, sometimes it would go over that. Whatever is in the Journal is supposed to be correct.

Q20. I haven't it. That is the reason I am asking you. Now, the United Brotherhood of Carpenters employs what is known as organizers, does it not? A. Yes, sir.

Q21. Is there any difference between a local organizer and a general organizer? A. We have general organizers and local organizers. What we call local organizers are confined to a city. 6158

Q22. Are the local organizers employed directly by the national organization? A. Yes.

Q23. These organizers are under your own personal direction, are they not? A. Yes, sir.

Q24. They report to you? A. Yes, sir.

Q25. Do they usually report in writing? A. Yes, sir.

Q26. And you instruct them? A. When necessary, yes.

Q27. Well, they go to the places that you tell them to go to, do they not? A. Yes.

Q28. And, generally speaking, you tell them what you want done in these respective places? 6159
A. Not always; no, sir.

Q29. What is the situation, usually? A. The locality asks for me to send an organizer, and I send them in there, and he is to use his own best judgment what to do when he gets there, and report accordingly.

Q30. There are no restrictions on his conduct, in any way? A. Oh, yes, sir; on his conduct.

Q31. Well, do you or do you not give him any

instructions for his guidance? A. Not when he gets in there. How could I know the situation five hundred or a thousand miles away? It would be impossible, only through the communications from that locality.

Q32. Well, don't those communications tell you what they want the organizer for? A. To build up the organization. That is usually the cry.

Q33. You occasionally write instructions to some of these organizers? A. When they ask me for them, yes.

6161 Q34. Don't you ever volunteer instructions? A. No, sir.

Q35. About how many organizers did you have employed in 1910? A. Well, I don't know. I suppose, perhaps anywhere from forty to fifty.

Q36. And how many of these were operating in the vicinity of New York? A. Perhaps—I will say four or five, in the vicinity of New York.

Q37. I mean New York and vicinity, when I said New York, and you so understood my question, did you not? A. Yes, sir: There might be more or might be less. I don't want to be supposed to be exact when I say four or five.

6162 Q38. Will you give me the names of as many as you can recall? A. Well, there is John Rice, Harry Cook, Simpson—

Q39. Is that William Simpson? A. Yes; and Byrne was there part of the time, but not all the time.

Q40. How do you spell that name? A. B-y-r-ne.

Q41. And what others? A. John Wilfinger, and I don't remember any others just now.

Q42. Was there a man named Bush there? A. He was only there for a short time.

Q43. What was his first name. A. Fred. He was only there about a week.

Q44. He was an organizer sent out by this office, though? A. Yes.

Q45. Was there a man by the name of Young there? A. Just for a short time. Him and Fred Bushe went down there about the same time.

Q46. What was his first name? A. Carl.

Q47. Did Arthur Quinn act as an organizer? A. Yes, sir.

Q48. He is also a Vice-President, is he not? A. First Vice-President. 6164

Q49. And he has been for a number of years past? A. Yes; but he does not confine himself to New York. Very little has he ever done in New York City.

Q50. He made a report to you, I think it was in August, 1910, about his work in New York City. There is nothing in your mnid that he didn't do what he said he did in that report, is there? A. Why, he has got to make a report, or he don't get his money.

Q51. What I am getting at is—you said he had never done very much work in New York—you do not mean to contradict anything in his report to you, do you? A. No. 6165

Q52. Each of these men were general organizers? A. All of them.

Q53. Did you have any local organizers there? A. Well, those are resident men. Those resident men are what we call local organizers.

Q54. You mean representing the District Council? A. No; men who live in New York City.

Q55. Can you name some of them? A. Well, I did name them. I named them as general organ-

izers, but some of those were residents, residents in New York City, direct.

Q56. Is there any difference in the power of a general organizer and a local organizer? A. No, sir.

Q57. Then it is only a matter of where they reside? A. That is all.

Q58. They are all under your direction, and are paid from the National Office here in Indianapolis? A. Yes, sir.

Q59. These organizers were all operating in
6167 New York and vicinity in the early part of 1910? A. I could not say without looking up the records. I could not say what time in the year it was without looking up the record.

Q60. Can you give me any general information as to when they were appointed? I understand Bush and Young were there for a very short period, but in regard to the others, could not you state? A. Why, the others have been on there a year or two, I guess.

Mr. Beattie: Except Quinn?

The Witness: Quinn is not confined to New
6168 York.

Q61. He operated in New Jersey. A. In New Jersey, and Pennsylvania, and down in Virginia. He did not confine himself to New York. He is up in New York State somewhere, but I thought you were talking about New York City now.

Q62. These other men have been on there primarily for work in connection with the immediate vicinity of New York City? A. Yes, sir.

Q63. And, I understand that in the cases of these

6169

men whom you have named, that there is no difference in their authority; one is not subject to the other, unless it be, possibly, the case of Quinn. A. No; he is not boss of anybody. They're all alike.

Q64. Is that true in regard to Quinn? A. Quinn has no more authority than any other organizer.

Q65. Have you ever had an organizer in New York or Connecticut by the name of Murray? A. Yes; he is in Connecticut.

Q66. What was his full name? A. George Murray.

Q67. And where did he live, do you know? A. 6170
Greenwich, Connecticut.

Q68. Can you tell, approximatey, how many District Councills there are connected with the Local Unions of the United Brotherhood? A. No, I could not.

Q69. Charles Bausher, one of the defendants in this case, has been a member of the General Executive Board for a number of years past, has he not? A. I think this is the—I think he is going on the fourth year, now, if I remember rightly.

Q70. And he has been the Secretary of the General Executive Board for a year or so, has he not? A. Yes, sir; a year this coming January. 6171

Q71. The expense of this litigation, or rather the defense of this suit, is being borne partly by the United Brotherhood, is it not?

Mr. Beattie: Do not answer that, Mr. Huber, under the advice of counsel. We object to that as incompetent, irrelevant and immaterial.

Q72. Do you refuse to answer, Mr. Huber? A. I refuse to answer, under the advice of counsel.

6172 William D. Huber, for Complainants—Direct.

Q73. Will you state whether or not the expense of employing attorneys and the costs in connection with the defense in this case is being paid by the United Brotherhood?

Mr. Beattie: The same objection. And do not answer that, Mr. Huber.

A. That is the same thing. Under the advice of counsel, I refuse to answer.

Q74. Will you state whether or not the expense
6173 of employing lawyers for the defense of the case of Albro J. Newton Company against Henry Erickson and others, now pending in the Supreme Court of Kings County, New York State, is being borne by the United Brotherhood?

Mr. Beattie: Same objection. Don't answer that, Mr. Huber.

A. I refuse to answer that, under the advice of counsel.

Q75. Have you any data whereby you could tell me what proportion of your members work in the mills, and what proportion are outside carpenters?
6174 A. I would have to guess at it. This will not be absolutely correct—I am just guessing at it—perhaps there are from forty to fifty thousand working in the mills, and we have a membership of two hundred thousand.

Q76. Have you any data whereby you can testify to the number of union mills in New York City. A. I have not.

Q77. You had such data a few years ago, did you not, when you made a report to the Convention on that matter? A. I did at that time.

Q78. But you haven't any data up-to-date? A. No, sir.

Q79. When an organizer succeeds in inducing a mill employer to enter into an agreement with your organization, is that fact reported to you. A. It is supposed to be. 6175

Q80. The report you receive indicates such. A. Yes.

Q81. Are the agreements forwarded to you. A. Not always.

Q82. Are they, in many instances, forwarded to you? A. Yes, in some instances. 6176

Q83. Is the general form of the agreement presented to mill owners in New York and vicinity uniform? A. So far as I know, yes.

Q84. Do you know where those agreements are prepared? A. I do not.

Q85. Has your National Organization prepared any printed forms? A. No.

Q86. Have you received any printed forms from your organizers showing the agreement entered into by any mill employers? A. Yes.

Q87. Have you received any agreements from any of your organizers which were entered into between any dealer and your organization? A. No, sir. Wait a minute. I want to qualify that. What do you mean by a dealer? 6177

Q88. Why, a man who—I will illustrate it by certain agreements that have gone in evidence in this case, where a man like Thomas C. Edmonds & Company, of New York, dealer in sash, &c., has entered into an agreement with your organization not to handle non-union sash; I want to know if you have received any agreements of that character? A. No.

Q89. And you have received no agreements from any of your organizers which they have induced any dealers to make with your organization? A. Not to my knowledge.

Q90. And Messrs. Cook and Rice have never forwarded any such agreements? A. No, sir.

Q91. And have never reported to you that they had succeeded in inducing dealers to make such agreements? A. Not to my knowledge.

Q92. Well, you say not to your knowledge; I am asking whether they have reported the fact to you?

6179 A. I say not to my knowledge; no.

Q93. Not to the best of your knowledge? A. No.

Q94. I will ask you to produce, if you will, a copy of the general form of agreement which The Manufacturing Woodworkers have entered into with the organization? A. We have none. Not to my knowledge.

Q95. Well, I thought you testified that the general form of agreement entered into was substantially the same? A. Well, I did not say any such thing.

Q96. Then, as to the agreement which mill-

6180 owners may have made with your organization, you are not willing to testify that the general form is the same? A. I am not, because conditions differ.

Q97. I do not mean that necessarily the wages are always the same, or might be the same; but I am referring to the general clauses put in agreements entered into with mill owners in New York and vicinity, and ask you if the general clauses are not the same. A. Well, I cannot answer that.

Mr. Beattie: I object to that. It is not the

best evidence, and is incompetent, irrelevant and immaterial.

The Witness: I cannot answer that.

Q98. Will you produce one of the pritned forms of agreement which you have received from one of your organizers, and which one of the mill owners in New York or vicinity has made with your organization? A. I would if I had it, but I don't think I have got it.

Q99. You don't think you have any on file? A. I have got some agreements that have been made 6182
there.

Q100. You mean that you haven't any printed forms? A. That they drew up, between the employer and the District Council?

Q101. Have you one of those printed forms? A. Not with me, no.

Q102. I mean at your office? A. Yes, sir.

Q103. Well, will you produce one of these? A. Sure.

Q104. In whose custody, in the ordinary course of business, would such agreements with mill owners in New York City and vicinity, be placed? 6183
A. With the District Council, naturally. Sometimes I get a copy, but with the District Council of New York.

Q105. And the District Council in New York is the only institution, or person, whom you have in mind, who would have custody of such agreements, in the ordinary course of business? A. They are the executive head of the organization in New York, and naturally I suppose so.

Q106. You mean, they are the executive head of the United Brotherhood for New York? A.

The District Council is the executive head, yes, locally, in New York City.

Q107. Could you state how many agreements entered into by mill owners in New York and vicinity, either between the United Brotherhood or District Council of New York City, you have received in the last two years? A. I could not answer that, now.

Q108. Could you approximate it? A. No, I could not. I would just say several. That is as near as I can get to it.

6185 Q109. You could not say whether it was thirty? A. No.

Q110. How did you come to make that tabulation of union and non-union concerns in New York and vicinity in 1908? A. I did that for the information of the rank and file of the organization.

Q111. And you have made no attempt to keep that record up-to-date, since that time? A. No, sir.

Q112. Can you state whether or not the number of union mills in New York City and vicinity has increased since that tabulation? A. I cannot
6186 even answer that. We hope so. That is all.

Q113. Could you state whether or not many of those union mills had turned non-union, or open shops, since that time? A. I could not tell that. I could not answer that, definitely.

Q114. Could you state whether or not the total number of mills, in woodworking, in New York City and vicinity, had increased since the tabulation made by you? A. I could not.

Q115. You class your members into inside carpenters and outside carpenters, do you not, at

times? A. We have what we call the mill men's organization and the journeyman carpenters.

Q116. Are the mill men's organizations separate locals? A. Sometimes; not always.

Q117. And you think that there are about fifty thousand mill men in your entire organization? A. Somewhere in that neighborhood.

Q118. How many mill men's locals have you, generally speaking? A. I could not answer that.

Q119. Could you approximate it? A. We have them all over the country. I could not tell you.

6188

Q120. The carpenters in your organization represent a great many different classes of the carpenter trade, do they not? A. No; the carpenter trade is only one trade.

Q121. Don't they represent different classes of the carpenter trade? A. No; a good carpenter can do any class of carpenter work.

Q122. Do you call a machine man a carpenter? A. A great many machine men; yes, sir, we call them carpenters. A great many machine men can do carpenter work.

Q123. You do not mean by that that they are carpenters? A. No, sir.

6189

Q124. You do not mean that any good machine man can do any kind of carpenter work? A. No, sir; I do not mean that. I said a good many could.

Q125. Then every good carpenter can do every class of work? A. No more so than a good lawyer can do all classes of work.

Q126. I notice in your Constitution you provide for carpenters, stair-builders, shop joiners, millwrights, planing mill bench hands, cabinet makers, car builders, or those running woodworking

6190 William D. Huber, for Complainants—Direct.

machinery; your organization includes in its membership men who come under each and every one of those names? A. Yes; I have done part of all that work myself, at times.

Q127. Now, there has been in existence, has there not, an Amalgamated Woodworkers' Union? A. Yes.

Q128. And your organization, did it not, urge the American Federation of Labor to expel that union from the Federation, unless it would amalgamate with your union?

6191

Mr. Beattie: I object to that. That is incompetent, irrelevent, and immaterial.

The Witness: I object to answering that.

Q129. You refuse to answer that? A. Yes.

Q130. Can you tell me the number of mill men who were in your organization in 1900? A. No.

Q131. Have you any records by which you can show that? A. I don't know that we have, no. We class them all as carpenters, except under the charter.

Q132. What is that? A. We class them all as

6192 carpenters except under the mill men's local charter; that is all.

Q133. Well, you are able to give the number of mill men, approximately, in your organization today. I am asking you to give it for earlier years? A. No.

Q134. You cannot do it? A. No, I cannot do it because we have too many other things to think of.

Q135. You cannot do it for any earlier year? A. No.

Q136. You have no way of getting at it? A. Oh, I could send out a circular and ask the different local organizations, yes, sir.

Q137. You have no records, whatsoever, by which you can furnish that information? A. No, not up to date.

Q138. I am asking for the situation in past years? A. Well, there may be a record in my reports of past years of what we had, and what we didn't have.

Q139. That is what I want to get, the number of mill men in your organization at various earlier 6194
years? A. Well, I do not carry those things along for years, myself, in my head.

Q140. But have you anything in the record by you can get at that? A. Not without it is in some of our reports.

Q141. Do you know whether or not it is in some of your reports? A. Well, my reports—it is in one of my reports; I forget what one.

Q142. Will you ascertain? A. I will try to.

Q143. Can you produce a copy of your Constitution for 1900 for me to examine? A. I guess we have got it. I don't know. I think we have.

Q144. Well, I would like to see it. A. You had 6195
better jot down what you want me to get. I am liable to forget it.

Q145. I will put them down so that you can have a memorandum of them. What do you mean in your various reports by saying, "The carpenter of today will be the mill man of tomorrow?" A. I mean this, that when a man gets old he naturally goes into the mill. He is a carpenter today, and tomorrow is in the shops.

Q146. Is shop work easier than outside work?

6196

A. Yes; he don't have to climb any iron nor any ladders, nor anything like that. It is a great deal easier. He is working on a floor.

Q147. In drawing the distinction between the carpenter and the mill man, as I understand it, it is the distinction between the man who erects the material and the man who manufactures it; is that your understanding? A. No, sir.

Q148. What is the distinction? A. Because I have known a man who made it who went out and erected it. There is no distinction between a car-

6197 penter and——

Q149. I am asking you, when you say these words in your reports about a carpenter and a mill man, whether you refer to a man as a mill man who produces the material, and to the carpenter as the man who erects the material? A. I do not mean it that way.

Q150. What do you mean? A. I mean he is a carpenter today and a mill man tomorrow, just as I said.

Q151. What do you mean by a mill man? A. A man working inside the mill.

6198 Q152. Producing the material? A. Manufacturing material.

Q153. And when you refer to him as a carpenter, you refer to him as a man erecting material? A. A man who can erect or manufacture, either one, as in the days gone by, when there was no machinery.

Q154. As I understand it, as you use the word carpenter, do you include in it both the mill man and the man who erects outside. A. Why, sure I did. I want to qualify that, there. The young

man will start in the mill, and come out shortly after on the outside work. That is just what I said.

Q155. The man who works in the mill does not naturally receive the same wage as the man who works on the outside, does he? A. No.

Q156. Your rules provide for a different scale of wage, do they not, in most cases? A. Sure. Certainly. They get the best they can in the locality where they exist.

Q157. But as a rule, the carpenter outside receives more pay than the man who works in the 6200
manufacture of the material, does he not? A. In the great majority of cases, yes.

Q158. Now, taking the case of the men who work in the mill; there are different classes of men who work in the mill, are there not, and yet, they put their money into the General Office for.

Q195. And some of that money has been appropriated for New York City at various times, has it not? A. Yes.

who belong to your organization? A. Different classes? I do not understand your question.

Q159. Men engaged in different classes of work, are there not? A. The manufacture of dif- 6201
ferent classes of work?

Q160. Yes. A. Yes, sure

Q161. That is, there would be a machine man, and possibly a cabinet man? A. Yes.

Q162. Is a machine man sometimes called a bench man? A. They call a cabinet man a bench man, as a rule.

Q162. You say you call a cabinet maker a bench hand? A. I say we usually call a cabinet maker a bench hand, as well as some other men that

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work on the bench. They are classed as bench men by their employer, as a rule.

Q164. Then when you speak of a machine hand, is that the same as a millwright? A. No.

Q165. What is a millwright? A. A millwright is a man who sets up machinery, shafting, and lines it up, and builds hoppers, and spouts, and conveyers, and I don't know what all.

Q166. And what is a cabinet maker, or bench hand? A. Well, they can do all classes of work; that is, what I mean, on the bench—all classes of
6203 woodwork.

Q167. A bench hand covers all classes of woodwork? A. Yes, sir.

Q168. Cabinet maker does not? A. Oh, yes; a good cabinet maker can work at any part of the trade, in the shop.

Q169. Now, there is nothing in the training of a man purely as a machine hand which would qualify him for erecting material outside, is there? A. No, not naturally; still, there's hundreds of them do it, just the same.

Q170. That is, you say hundreds of men are trained to do both classes of work? A. Yes, sir.
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Q171. How do you know that? A. Or, in other words, we try to have a man an all-around mechanic, so that they can do any class of work that the employer asks them to do.

Q172. How do you know that hundreds of men can do both kinds of work? A. From my own experience.

Q173. How long has it been since you worked at the trade? A. Twelve years.

Q174. Up to twelve years ago, you worked constantly at the trade? A. Yes, sir.

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Q175. There have been a good many changes in the matter of machinery, etc., since that time, have there not? A. Well, I should judge so.

Q176. There is more classification between the different crafts than there used to be?

Mr. Maloney: I object to all this testimony as immaterial.

Q177. You have reported from time to time, have you not, as to the fact that there has been a greater classification in the various varieties of carpenter work? A. That was brought about by 6206 the employers themselves.

Q178. In what way? A. Hiring a few men, perhaps, to hang doors—I put that as an illustration—and keeping them at it from one end of the week to the other, until they get adept at it. What I call specialization.

Q179. And the same is true in regard to machine hands, is it not? A. Yes, a machine hand cannot run everything, all machines.

Q180. Then the tendency has been towards great specialization since you worked at the trade? A. It seems so.

Q181. The tendency has also been, has it not, 6207 to have mode work done in the mill, and less done at the job where the erecting is taking place? A. Yes, sir.

Q182. You might give me the definition of a joiner? A. Well, a joiner is a man who can make a joint, and match it. There is the shop joiner and the carpenter joiner—any man that has to join anything and can make a good neat job.

Q183. Are the names carpenters and woodworkers interchangeable? A. No, sir.

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Q184. What distinction do you draw? A. Do you mean, are the cards interchangeable?

Q185. No; I mean is a woodworker necessarily a carpenter, and a carpenter necessarily a woodworker? A. I always thought a carpenter was a woodworker.

Q186. Is a woodworker necessarily a carpenter? A. Naturally, yes.

Q187. Taking the name of the Amalgamated Woodworkers' Union, was not that union confined to mill men? A. No.

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Q188. Did it have a membership of carpenters who worked outside, and erected buildings? A. No; they did put them outside to erecting them, though.

Q189. Then what did you mean by no? A. I said sure. I thought the question was, did they have an organization called outside carpenters?

Q190. Well, was the membership of the Amalgamated Woodworkers' Union made up, primarily of mill men or erecting carpenters? A. You will have to ask the officers of that organization what they were composed of. I cannot answer what they were.

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Q191. You don't know? A. No.

Q192. Now, the United Brotherhood from time to time makes appropriations to assist its local unions, or district councils, in connection with labor controversies in different parts of the country, does it not? A. Yes.

Mr. Beattie: I object to that, because "controversy" does not explain itself. It is impossible to answer that, definitely.

The Witness: No controversies, that I know of.

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Q193. Then what did you mean by "yes?" A. I say, I mean strikes and lock-outs.

Q194. That is what I mean; the disputes which you have with employers of labor, leading to strikes or lock-outs? A. Yes, sir. That is what

Q196. Is Daniel Featherstone a general organizer? A. Yes, sir.

Q197. Where is he operating? A. Down South somewhere.

Q198. Is George A. Bohnen a general organizer? A. Yes, but I keep him on the books.

Q199. He is one of the organizers? A. Yes; he 6212
is one I forgot.

Q200. He formerly lived in New York? A. Well, he lives there yet, so far as I know.

Mr. Merritt: That is all I want to ask Mr. Huber for the time being. I will want to ask him some further questions when he produces the matters I have asked him to produce.

Cross-Examination:

Questions by Charles Maitland Beattie, Esq. 6213

Q201. Mr. Huber, you are the General President of the organization, which covers the United States and Canada, are you not? A. Yes.

Q202. And your duties are largely along the line of general supervision of the whole organization, are they not. A. That is what the Constitution says.

Q203. And the detail work of the different localities is left largely to the District Councils, or local unions, of these localities? A. We give them what he call, local autonomy.

Q204. And among the matters of local autonomy is the making of agreements with employers, where there are District Councils; is it not so? A. Yes; that is right.

Q205. And the General Office has never had printed or formulated any general agreement for the use of Union mills all over the country, has it? A. Not to my knowledge, no.

Q206. And such information as you have given us about New York City is derived from what information you have received in a general way,
6215 rather than specific? A. Yes.

Q207. The matters of agreement there rest with the District Council and the organizers who may be, from time to time, in that section? A. Yes; and the business agents of that section.

Q208. Now, there is no provision, in your Constitution or otherwise, by which these agreements are to be forwarded—agreements, I mean, made with the mills that have become unionized—by which they are to be sent to the General Office? A. No.

Q209. And any agreements that you may have
6216 are isolated agreements, are they not? You have no regular list of them. Agreements are sent, as they are made, from these different Councils of the country? A. There is nothing to compel them to send them.

Q210. Can you give us a general idea of how many union mills and how many non-union mills there are in the country? That is, about what per cent. of each are there in the whole country?

Mr. Merritt: I object to that question, unless it appears that the witness has some in-

formation upon which to base such an estimate.

Q211. Answer. A. I cannot answer it, anyhow.

Q212. Well, there are a great many non-union mills? A. Yes; a great many more than there are union.

Q213. More than there are union?

Mr. Merritt: Same objection.

A. Yes, sir.

Q214. Now, these agreements with employers, or mill owners, are not passed upon or approved by your General Office, before they are made, are they? A. Just ask that once more.

Q215. That is, these different local bodies throughout the country can make these agreements with employers, or mill owners generally, without the agreements being first approved by the General Office. A. Yes.

Q216. Now, the word carpenter, as I understand, embraces all men who work in wood, in different lines, changing from one employment to another, frequently, does it not?

Mr. Merritt: I object to that unless the the time is fixed. The witness says he has not worked at the trade for twelve years, and that conditions have changed in the trade since that time.

Mr. Beattie: He says he has supervision of the whole trade.

Mr. Merritt: And I further object to it unless it appears that the witness has some knowledge upon which to base his answer as

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to conditions existing now, or at the time of the commencement of the suit.

A. All I have is a general knowledge of the af fair.

Q217. Well, a general idea is all I want. You know they do, the carpenters who are members of your organization, change from one branch of employment, at times, to another? A. Sure.

Q218. A man in a mill today may be working outside tomorrow, and vice versa?

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Mr. Merritt: Same objection, and I want it to apply to all of this examination.

A. Yes, sir.

Q219. And the action of outside carpenters, in declining to work on non-union material, has the effect of giving union carpenters in the mills more work, and more security in their work, has it not?

Mr. Merritt: I object to that as calling for inferences and conclusions, and not facts.

Q220. Is not that so, Mr. Huber? A. Sure, it is so.

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Q221. And is not that one purpose of your organization, to profit and help men in the mills? A. To advance their conditions, wherever it is possible to do it.

Q222. As well as the outside man?

Mr. Merritt: Same objection.

A. Yes, sir.

Q223. Now, you spoke of carpenters, as they become aged leaving the work, leaving the outside

work for mill work. That happens quite often does it not? A. In thousands of instances.

Mr. Merritt: Now, I object to that unless the witness can show that he has knowledge of such instances.

Q224. Now, outside carpenter work is more onerous and dangerous to a carpenter than mill work? A. A great deal.

Q225. So that by providing, or helping to provide employment for men in the mills, you really 6224
assist in providing for your outside carpenters in time of age? A. That is one great object of our organization, to take care of the old men.

Q226. Now, as to the scale of wages; while the scale of wages in a mill is lower than the scale of wages paid to outside carpenters, don't the men in mills have more continuous work than the outside carpenters, as a rule. A. Yes, sure.

Q227. So that the average wages of the mill man, in the course of the year, may not be lower than an average outside carpenter may earn.

Mr. Merritt: I object to that, as to form. 6225
The question should ask as to the fact; not as to the possibility.

Mr. Beattie: Well, he can testify to it both ways.

Mr. Merritt: I object to his testifying as to how it may or may not be. If he knows whether it is or not, that is another matter.

A. The outside carpenter does not average, as a rule, only about nine months in the year, steady work.

6226 Q228. Now, you have provisions of your Constitution by which you pay benefits to men when they are injured, and to their families when they die, and to members when their wives die, have you not?

Mr. Merritt: I object to that as incompetent, irrelevant and immaterial. Let the Constitution speak for itself.

A. We give them a donation.

Mr. Merritt: And I move to strike out that answer.

6227 Q229. Now, these donations are made up from dues which are paid by all members, the inside and outside carpenters, are they not?

Mr. Merritt: Same objection.

A. Yes, sir.

Mr. Merritt: And I move to strike that out also, because all these matters are controlled by the Constitution, and its terms are binding.

6228 Q230. And one purpose of your organization is to so provide for your members in times of illness, and for their burial in death, is it not?

Mr. Merritt: Same objection, as the purposes of the organization appear in the Constitution itself.

Mr. Beattie: What is the objection to such things as that? I will put the Constitution in, when we give it to you.

Q231. That is one of your objects, is it not?

Mr. Merritt: Same objection.

A. Yes sir.

Q232. And as a matter of practice do you pay out, from the dues collected, sums of money in cases of disability, and in case of death of members' wives? A. Yes.

Q233. And there is no distinction, is there, in these payments, as between mill man and outside carpenters? A. No sir.

Q234. Now, Mr. Merritt read a section of the Constitution regarding the union label. Can you tell us if the use of the Union Label is so widespread that an article of mill work can be identified as non-union, if it has no label on it? A. No, 6230
it is not so widespread as that.

Q235. And that is to say, there are a lot of Union mills which do not use the label at all; is not that right? A. Yes.

Q236. So that a carpenter, in handling a piece of mill work, cannot say definitely—assuming there is no label on the mill work—that it is a non-union article? A. He cannot.

Q237. Of these four organizers in New York, are not Rice,'s Wright's, Simpson's and Wolfinger's residences at New York? A. Yes, so far as I know.

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Mr. Merritt: I do not want the witness misled as to the former testimony. I think more than four organizers were mentioned by name.

Mr. Beattie: There are only four organizers there.

The Witness: Put in Bohmen there.

Mr. Beattie: There is Cook, Wright, Rice, Wolfinger and Bohmen.

Q238. Rice, Wright, Simpson and Wolfinger,

6232 William D. Huber, for Complainants—Cross.

as you understand it, are residents of New York? A. Yes sir.

Q239. And they have, at different times, been business agents of the District Council there, have they not? A. Yes sir.

Q240. Messrs. Young and Bush were ony there a short time, and have not been there for several months, anyway? A. No.

Q241. And Quinn does not have any duties, as a rule, in New York? A. No.

6233 Q242. And Burne's duties call him over different parts of the country, and as a rule he don't do anything in New York? A. As a rule he is not there.

Q243. And Bohnen's business is exclusively attending to the books of the different Local Unions in different parts of the country? A. I have kept him on that work now for the last two or three years.

Q244. Now, these organizers have, among their duties, the looking after the Union mills and the general welfare of members in mills as well as outside carpenters in the different sections where

6234 they are assigned, have they? A. Yes sir.

Q245. You spoke of, or you were asked about the ordinary course of business—about the filing of agreements with the District Council, in the ordinary course of business. Now, is there any ordinary course of business in connection with these agreements that applies to District Councils all over the country, in connection with getting agreements from employers? A. Well, the business agents that are employed locally usually make the agreements and take them before the

 6235

District Councils for them to approve them, and if they approve—why that is the usual and customary way.

Q246. But that is not a matter within your jurisdiction, or which you interfere with, more properly speaking? A. No, sir. If they are satisfied with the agreement, I am.

Q247. And so far as you now may have learned are these agreements not drawn to suit particular conditions? A. I don't know of any——

6236

By Mr. Maloney—

Q248. They vary according to the particular condition? A. Yes, they vary.

Q249. According to the evils which you are seeking to remedy in that particular locality, so far as your organization is concerned. A. Yes.

By Mr. Beattie—

Q250. Now, any carpenter, of qualified skill, can be a member of your organization, can he not? A. And in good health, yes.

Mr. Merritt: I object to that as incompetent, irrelevant and immaterial, as that matter is covered by the terms of the Constitution; and I move to have it stricken out. 6237

Q251. No man, qualified in skill and in health, has been refused admission to your body, to your knowledge, has he?

Mr. Merritt: I object to that also as incompetent, irrelevant and immaterial, and seeking to construe the Constitution.

6238

A. Not that I know of, anyhow.

Q252. How long has George Murray, of Greenwich, Connecticut, been an organizer? A. Oh, about eight years, I guess.

Q253. Is he an organizer yet. A. Yes.

Q254. There is no more reason for you to tabulate, or take any special interest in the union mills of New York City, than in the union mills of St. Louis, or San Francisco, or any other big city, is there? A. No, sir; they are all alike to me.

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Mr. Beattie: That is all i want to ask Mr. Huber, now.

Whereupon, the hour of half after twelve having arrived, the further taking of these depositions, and of the deposition of Mr. Huber, was continued until two o'clock and thirty minutes, P. M.

THURSDAY, December 28th, 1911.

Two o'clock and thirty minutes, P. M.

The parties met pursuant to adjournment.

Present, the same as before recess.

6240

WILLIAM D. HUBER, recalled for further Direct Examination, testified as follows:

Questions by Mr. Merritt—

Q255. Mr. Huber, have you the copy of the Constitution of the United Brotherhood of Carpenters and Joiners of America, of 1910, that I asked you about before recess? A. Yes, sir. Here it is (producing).

Mr. Merritt: I want to offer in evidence

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the Constitution of the United Brotherhood of Carpenters and Joiners of America, produced by President Huber, as amended at the Sixteenth Biennial Convention held at Des Moines, Iowa, September 19th to 30th, 1910, and ask that it be attached to and made a part of this deposition.

The said Constitution was marked by the Notary, "Exhibit No. 1a, Dep. Wm. D. Huber, Dec. 28, 1911. W. S. Garber, Notary," and signed by the witness, "Wm. D. Huber," the same being hereto attached and is as fol- 6242
lows, towit:

The Constitution of the United Brotherhood of Carpenters and Joiners of America, produced by President Huber, as amended at the Sixteenth Biennal Convention, held at Des Moines, Iowa, September 19th to 30th, 1910, which is "Exhibit 1a," is inserted at this place, in the original.

Q256. I notice in this Constitution, as amended in 1910, which you have produced, that the section concerning the use of unfair material is Section 235, and has been amended to read as fol- 6243
lows:

"Sec. 235. It shall be the duty of all District Councils,Local Unions and every member to promote the use of trim and shop make carpenter work, hotel, bank, bar, store and office furniture bearing our label, by patronizing such firms as are displaying same, and wherever possible to prevent the members under their jurisdiction from encourag-

6244 William D. Huber, for Complainants—Direct.

ing the use of any unfair material by handling the same."

Was this amendment made at the 1910 Convention? A. Yes, sir; I guess so. It may be the same thing, for all I know, but they change them every few years.

Q257. Now, has this Constitution been generally observed, so far as you know?

Mr. Beattie: I object to that as incompetent, irrelevant and immaterial.

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A. Yes.

Q258. Now, you have some nineteen hundred local unions, have you not, or there about? A. Yes.

Q259. And under the Constitution applications for membership are made to Local Unions, are they not? A. Yes, sir.

Q260. And, as far as you know, has that not been the practice? A. It has always been the practice.

Q261. I notice, Section 69 of the Constitution
6246 provides that, "A two-thirds vote shall be necessary to elect a candidate for membership." Now, have you any reason to believe that is not observed among the great majority of locals? A. No; I believe it is observed.

Q262. So far as you know, it is observed? A. So far as I know, it is.

Q263. Then what do you mean by testifying that any qualified man can become a member? A. If he is able to. The qualifications are specified in the Constitution.

Q264. But the Constitution provides it shall be necessary for him to secure a two-thirds vote. If he does not receive the two-thirds vote he cannot become a member, can he? A. He has a right to make an application three different times.

Q265. But in each instance he must make it to the same local, must he not? A. Yes.

Q266. And unless he can secure a two-thirds vote he cannot become a member? A. No; it is the same as any other society.

Q267. Then you mean that like any other club, or society, you reserve the right to select members by requiring this two-thirds vote. 6248 A. If he has the specific qualifications, in his application, as a carpenter, and earns the average wage, and is otherwise qualified, why they take him in, as a rule

Q268. They take him in if he is approved by a two-thirds vote. A. Yes.

Q269. The agreements which are made with mill employers have to be made subject to the provisions of the Constitution of the Brotherhood and the Constitution of the District Council in that locality, do they not? A. Not necessarily. 6249 No, not always.

Q270. Can agreements be made regardless of the Constitution of the United Brotherhood? A. They do not generally do that.

Q271. Do you make agreements regardless of the Constitution of the Brotherhood? A. I never did, no.

Q272. Is it not a rule of your organization that all agreements should be made subject to the Constitution of the Brotherhood? A. They are supposed—the law is supposed to govern the organi-

6250 zation, the different locals and the District Councils.

Q273. And in that way it governs, to that extent, the agreements which they make?

Mr. Maloney: I object to that, as argumentative.

A. I don't know as the Constitution governs any agreements. I don't know of any clause in the Constitution where it specifies how agreements shall be made.

6251 Q274. But is not that a part of your fundamental law? A. What.

Q275. That members should work subject to the conditions stated in your Constitution? A. No; if we can get an agreement with an employer that is agreeable to both sides, why, we get it.

Q276. You disregard the Constitution? A. Naturally the Constitution governing the organization governs the local union, in their agreements.

Q277. Then you would, if it were necessary to get an agreement from an employer that you dis-

6252 regard some of the rules of your Constitution, you would do so, would you? A. If necessary. There is nothing in that Constitution that would bar any agreement with any employer that wanted to be fair with us, and right.

Q278. Then you would, if it were necessary to get an agreement from an employer that you disregard some of the rules of your Constitution, you would do so, would you? A. No.

Q279. I am asking you whether, if it were necessary to secure an agreement from an employer

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that you make terms contrary to this Constitution, that you would do so?

Mr. Maloney: I object to that as conjectural and speculative, because no such emergency appears to have arisen yet, either in this case or in any other.

Mr. Beattie: And because the witness has already testified that he has nothing to do with any agreements made with employers.

A. I just answered that a moment ago, didn't I? 6254
Q280. No; not an answer that I deem an answer.

Mr. Maloney: I do not think the witness is required to give an answer as to what he might do in case something should arise. He is entitled to reserve his judgment until that time comes.

Q281. Will you answer it? A. Why, there would be no necessity of making any such agreement.

Q282. Is that the best answer you can make to 6255
the question. A. I have to live up to that Constitution, the same as the rest of them.

Q283. That is what I am asking you—that all agreements have to be made in conformity with this Constitution, don't they, or should be made so? A. No; the same as I answered the other question. You are asking me the same questions that I answered a moment ago.

Q284. Then this Constitution is not binding on you, or the members, when it comes to making agreements? A. There is nothing in that Con-

stitution barring us from making agreements with any employer.

Q285. But I am asking you as to the terms of the agreement, and whether this Constitution is binding on you in making agreements with employers?

Mr. Maloney: He has already answered that it does not refer to any agreements.

A. I refuse to answer.

Mr. Maloney: But if counsel want to call his attention specifically to some agreement that he may have in mind, that probably would be proper; if he wants a conjectural answer, that is not.

Q286. Did you bring with you a copy of the agreement I asked for? A. We have no printed agreements, in any form.

Q. Have you been able to ascertain how many agreements with union mills, or with employers of woodworking mills, you have received in the last two years? A. No. I was not asked to get that.

Q288. Why, I asked for that. That was one of the questions that I asked you to be particularly prepared to answer. A. It is not here.

Q289. Are you able to state how many mills in New York City have been unionized in the last two or three years? A. No, sir, I am not.

Q290. You have made no effort to ascertain that fact? A. No.

Q291. And you testify that you have never had anything to do in connection with the approval of agreements made with employers? A. I never testified that way at all.

Q292. Well, what have you had to do with the approval of agreements made with employers? A. Sometimes the employers insist upon my signing it. That is all I have to do with it.

Q293. And you never had anything to do with the approval of agreements unless you have signed them? A. Not unless they asked me to.

Q294. And you have never given any instructions to your organizers concerning the making of agreements. A. No. I sometimes don't coincide with them all.

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Q295. But at no time have you ever given any instructions to your organizers concerning the making of agreements. A. Not that I remember of; no, sir.

Q296. And so far as your instructions are concerned, these organizers are free to make any such agreements as they care to make? A. So long as it is approved by the local union or District Council in the locality where it is.

Q297. Your organization is affiliated with the Building Trades Department of the American Federation of Labor? A. No, sir.

Q298. It is not? A. No. sir. 6261

Q299. Has it ever been so affiliated? A. Yes.

Q300. How long since it was last affiliated with that Department? A. About a year ago, since it was affiliated.

Q301. Yes, sir. A. About a year ago they put us out.

Q302. How long was it affiliated? A. Since it was formed up to that time, up to a year ago, at St. Louis, last November, I guess it was.

Q303. Haven't you been reinstated recently? A. No, sir.

Q304. I understand you to testify that many outside carpenters go into the miils as they grow older? A. Yes, sir.

Q305. Because the work in the mill is easier? A. It is easier, yes.

Q306. And I understand that that is one of the reasons why your organization is seeking to unionize the woodworking mills? A. That is one of the reasons. There are a great many reasons for it. There are many other reasons.

Q307. Did you testify that thousands of men
6263 went from the work of outside carpenters to work in the mills? A. No, sir.

Q308. You did not so testify? A. No. You asked me the question this morning what I meant by saying the carpenter today was a mill man tomorrow, and I answered that.

Q309. You didn't testify, or you didn't intend to testify that thousands of men went from one place to the other? A. No. I will say that hundreds do. They go in and out. Young men go out, and old men come in.

Q310. Young men go out of the mills? A. Yes, sir; to better their condition.

6264 Q311. And old men come into the mills? A. Yes, sir.

Q312. And you have no way of telling me the number of mill men that were in your organization in previous years, and to what extent that branch of the organization has grown? A. No, sir; I canot tell you for the last ten years back; I cannot do it. We were a handful, I would say, then, in comparison with what we are now.

By Mr. Maloney—

Q313. Has it been in about the same propor-

tion, the same percentage? A. The organization has grown in about the same way.

Q314. That is to say, I understood you to say, that about forty or fifty thousand of the men were employed in the mills, and the balance were employed outside, and that proportion would hold, in the percentages, from the time of the organization? A. From the time I took hold of the organization; yes, sir.

By Mr. Maloney—

Q315. You think about twenty-five per cent. of 6266
your membership, at all times, has been men working in the mills? A. I don't think there was that percentage of them.

Q316. Well, what percentage would you say? A. Well, I guess, perhaps about twenty or twenty-five per cent. I guess that is about it.

Q317. You think the percentage of mill workers ten years ago was as high as that? A. No, I don't think it was, for we went ahead; twelve years ago, or ten years ago, we only had about sixty thousand, all told, membership.

Q318. Do you think twenty per cent. of that 6267
was mill workers?

Mr. Maloney: That would be about twelve thousand.

A. No, I don't think it was, at that time.

Q319. And you do not think the percentage of mill workers has remained the same? A. We didn't have but very few, what we call mill organizations, at that time.

By Mr. Beattie

Q320. Aside from the members coming in un-

6268 William D. Huber, for Complainants—Direct.

der Section 69, do you not, from time to time, admit members in bodies large enough to constitute local unions themselves, where they are qualified physically and in skill?

Mr. Merritt: I object to that unless it appears that he knows concerning the conditions under which men are admitted in a given locality by given local unions.

A. Yes.

Q321. That is, you organize in different localities local unions.

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Mr. Merritt: Same objection.

A. Yes.

Q322. And in order to become a member of the local union it is only necessary to enter that by two-thirds vote, under Section 69, where the application is made individually, is it not?

Mr. Merritt: Same objection.

A. That is right.

Q323. Mr. Merritt asked you was Section 235, this new section of the Constitution, generally observed in the order, and I see part of that section reads:

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"Sec. 235. It shall be the duty of all District Councils, local unions and every member to promote the use of trim and shop-made carpenter work, hotel, bank, bar, store and office fixtures, and of church, school and household fixtures bearing our label, by patronizing such firms as are displaying same, and wherever possible to prevent the mem-

bers under their jurisdiction from encouraging the use of any unfair material by handling the same."

Do you know anything as to how extensively, if at all, that section has been observed, and in what ways? A. Very clearly in a limited way, because the organization in many localities is not able to enforce it.

Q324. But "by patronizing such firms as are displaying the same;" does that mean by only working for those firms that display the same? 6272
Is not that what that means?

Mr. Merritt: I object to that. It is calling upon this witness to construe that Constitution.

Mr. Beattie: I can, on cross-examination. He is your witness. I can, I take it, lead him, or otherwise.

Mr. Merritt: He is manifestly hostile.

A. No, it does not.

Q324½. What does that mean? A. That means that we shall encourage the rank and file to organ- 6273
ize the mills that they may have, and patronize such firms as unionize their plants.

Q325. Have you any knowledge as to how far, if at all, that new provision of the Constitution has been observed? A. Well, I haven't any knowledge of that, only in a general way, wherever we make an agreement with an employer, and he agrees to hire union men, we then do our best to throw all the patronage his way we possibly can. I will put it that way. I have done that

6274 William D. Huber, for Complainants—Direct.

individually, as well as they have done it locally.

Q326. Well, do you know of any particular instance where this section of the Constitution has come up?

Mr. Merritt: I object to that, because the witness has practically testified that he don't know except in a general way.

Mr. Maloney: He has given an illustration of what they do, and said that he individually has done that, as well as the locals have done that.

6275

A. Well, there are some locals where the organizers have refused to handle non-union made material, but very few.

Q327. Well, the word "patronize," you mean, have nothing to do with employers in connection with such matters, except to furnish their labor; is not that about all the way they can patronize any? By giving their labor to men that are union, or running a union concern?

Mr. Merritt: I object to that. It is improper in form.

6276

A. That is just what that clause means.

By Mr. Merritt—

Q328. I asked you to find out how many mill men's locals there were? A. It is impossible for me to find out that.

Q329. And I asked you to find out the size of the vote in favor of that clause of the Constitution concerning not handling unfair trim, or woodwork? A. I asked the clerk to find that, and

he was gone quite some time, and came back and said he could not find it.

Q330. You know the case of Shine against Fox Brothers, do you not, that took place down in St. Louis? A. Well, that is six or seven years ago.

Q331. It is a case referred to in your report to the 1910 Convention? A. Yes.

Q332. I have the record in that case, and from that it seems that George J. Bohmen testified as follows—I want to see if this represents your idea of the practice of your organization—

6278

> "Question. You are familiar with the practice of your National Organization in regard to handling non-union building material, or trim, so-called?
>
> "Answer. Yes, sir.
>
> "Question. What is the practice of your National Organization in its attitude toward that kind of material?
>
> "Answer. The practice throughout the country is for our members not to work non-union shop-made carpenter work wherever possible."

6279

Is that correct? A. George Bohmen can answer his own way, and I will answer in mine. I am not responsible for George Bohmen's answer.

Q333. Is that correct. A. It is correct, the way he answered it, I guess.

Q334. Is that correct according to your understanding? A. I say no.

By Mr. Beattie—

Q335. As Mr. Duffy suggests, I want to ask

you, when a man joins the Bortherhood of Carpenters, he is not classified as a machinist, or bench hand, or inside man, or outside man; he is only known as a member of the Brotherhood? A. That is all. He comes in as a Brotherhood man; a Brotherhood carpenter.

By Mr. Merritt—

Q336. But you do have some local unions given over to mill men? A. If he joins the mill men's local, if the city is large enough to have one.

6281 Q337. A considerable number of such unions were taken over by Arthur Quinn, were they not, in New York? A. I don't know.

Q338. How do you know anything about the matter of the admission into local unions, or the formation of local unions? A. By the Constitution.

Q339. That is all that you know? A. They cannot initiate them in any other way, only in the way the Constitution calls for.

Q340. But your testimony concerning things that happened in different parts of the country is largely based upon what your organizers and

6282 others have reported to you, is it not? A. Yes, sir. I don't know what is going on in New York today.

And further the Deponent saith not.

Frank Duffy, a witness called on behalf of the complainants herein, and residing more than one hundred miles from the place where this cause is to be tried, being first duly cautioned and sworn to tell the whole truth, and being carefully examined, deposes and says as follows

Frank Duffy, for Complainants—Direct. 6283

Examination in Chief.

Questions by Water Gordon Merritt, Esq.

Q1. Give you full name? A. Frank Duffy.

Q2. How long have you been General Secretary of the United Brotherhood of Carpenters and Joiners of America? A. Since July 21st, 1901.

Q3. And you are still Secretary. A. I am still Secretary.

Q4. What is your age? A. Fifty.

Q5. You have produced here, have you not, the Convention Proceedings of the United Brotherhood of Carpenters and Joiners of America for 1904, 1906, 1908 and 1910? A. Yes, sir. 6284

Q6. Your organization also publishes, as its official journal, a magazine called "The Carpenter"? A. Yes, sir.

Q7. How long have you published that? A. Ever since the organization was formed, in 1881.

Q8. How large a circulation do you have? A. We publish eighty thousand copies a month.

Q9. And you have produced here "The Carpenter" for August, 1906; December, 1906; January, 1907; March, 1907; July, 1907; November, 1907; January, 1908; February, 1910; March, 1910; July, 1910; September, 1910; October, 1910; December ,1910; February, 1911; March, 1911; June, 1911; August, 1911, and November, 1911, have you not? A. Yes, sir; only in the majority of those months only sixty thousand copies were published each month. 6285

Q10. I understand that you do not wish to have these originals returned to Court with this deposition. A. No. They are official documents of the Home Office.

6286 Frank Duffy, for Complainants—Cross.

Mr. Merritt: The parties will therefore stipulate as follows:
That copies of the entire documents produced need not be attached to the deposition and returned, but that the plaintiff may point out to the Notary those parts of the documents which he desires to use in evidence in this cause, and the Notary shall make, or cause to be made, copies of those parts, and attach them, properly identified, to this deposition, and return the same with the deposition; and
6287 such parts shall have the same force and effect as if the entire documents had been copied and returned with this deposition.

Mr. Maloney: Subject to all legal objections and exceptions to the evidence, except that no objection is made to the fact that they are copies of portions of the documents produced, instead of entire copies of the originals.

Mr. Beattie: That is satisfactory.

6288 Q11. At the Convention in 1910, Mr. Duffy, there were delegates present from many different States, were there not? A. Oh, yes.

Q12. And there were also present yourself and Mr. William D. Haber? A. Yes, sir.

Q13. And John Wolfinger? A. I believe so. He was a delegate, if it is so recorded.

Cross-Examination—

Questions by Charles Maitland Beattie, Esq.

Q14. You said, Mr. Duffy, that you published

seventy thousand a month, say, of "The Carpenter," now? A. Eighty thousand.

Q15. And you previously published about sixty thousand? A. Yes, sir.

Q16. Who do you publish these for? A. Publish them for our local unions.

Q17. And the informaiton contained in them is intended for the members of your different local unions, is it not? A. Yes, sir; it is.

By Mr. Maloney—

6290

Q18. These records which you have produced at the request of counsel for complainants consist of four printed volumes, each containing in the neighborhood of five hundred printed pages? A. Yes, sir.

Q19. And it is from these books that these excerpts have been made by him in questions to you. A. Yes, sir.

Q20. The printed editions of "The Carpenter" consist of sixteen printed copies of the publication called "The Carpenter," each of which consists of about sixty-four printed pages, closely printed. A. Yes, sir. 6291

Q21. These large printed volumes relate to the General Conventions of the United Brotherhood of Carpenters and Joiners, and contain a printed report, in substance, of the talks and resolutions and other proceedings before the Conventions, and information for the benefit of the members generally. A. Yes.

Q22. And the other printed editions of the publication called "The Carpenter" contain edi-

6292 Frank Duffy, for Complainants—Cross.

torials, news items and other general information? A. Yes, sir. There are three more issues of that wanted, besides, three or four.

Mr. Merritt: Three.

Q23. And those issues are the same size and general characted, and printed? A. Yes, sir.

Extracts from the several numbers of "The Carpenter" produced by the witness, copied and compared and hereto attached, under the
6293 stipulation entered into by Counsel on the preceding page, said extracts being identified by the signature of the witness and the signature of the Notary.

6294

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J. D. McKINLAY, 235 W. 60th St., Chicago, Ill.

General Executive Board.

First District, CHAS. H. BAUSHER, 1370 Franklin, Ave., Bronx, New York City.
Second District, D. A. POST, 416 S. Main
6342 St., Wilkes-Barre, Pa.
Third District, JOHN H. POTTS, 646 Shillito St., Cincinnati, O.
Fourth District, ROBT. E. L. CONNOLLY, Box 55, Birmingham, Ala.
Fifth District, JOHN WALQUIST, 2528 Elliott Ave., Minneapolis, Minn.
Sixth District, W. A. COLE, 236 Henry St., San Francisco, Cal.
Seventh District, ARTHUR MARTEL, 1327 St. Denis St., Montreal, Can.
ROBT. E. L. CONNOLLY, Chairman.
CHAS. H. BAUSHER, Secretary."

Frank Duffy, for Complainants—Cross. 6343

From "The Carpenter" for August, 1906.
Page 54.

"Directory of Business
Agents.

* * * *

New York City—For Manhattan: Wm. Fyfe, 308 W. 154th St.;Konst Eckert, 228 E. 103d St.; Richard Mortan, 440 E. 59th St.; L. Story, 248 E. 121st St.; John Towers, 178 E. 78th St.; Chas. Peterson (Stairbuilders), 2497 Belmont 6344
Ave. For Bronx: Chas. H. Bausher, 1370 Franklin Ave.; Chas. Schratt, 1836 Arthur Ave.; Thos. Dalton, 3309 3d Ave. For Brooklyn: Robt. Beatty, 33 Dean St.; Geo. Hellen, 89 Verona St.; Henry Erickson, 288 Degraw St.; Jos. Gleason, 60 Georgia Ave.; Chas. Nagel, 949 Willoughby Ave. For Queens: James Asher, Mill and Concord Sts., Morris Park, L. I.; Wm. Pawlowich, 3 Newton Road, L. I. City; J. B. Smith, 18 N. Fairview Ave., Rock- 6345
away Beach, N. Y. For Richmond: James Martin, 232 Richmond Road, Stapleton, S. I.; Chas. Lange, 81 Gordon St., Stapleton, S. I."

6346 Frank Duffy, for Complainants—Cross.

From "The Carpenter" for December, 1905.
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"Directory of Business
Agents.

* * * *

New York City—For Manhattan: Wm. Fyfe, 308 W. 154th St.;Konst Eckert, 228 E. 103d St.; Richard Mortan, 440 E. 59th St.; L. Story, 248 E. 121st St.; John Towers, 178 E. 78th St.; Chas. Pe-
6347 terson (Stairbuilders), 2497 Belmont Ave. For Bronx: Chas. H. Bausher, 1370 Franklin Ave.; Chas. Schratt, 1836 Arthur Ave.; Thos. Dalton, 3309 3d Ave. For Brooklyn: Robt. Beatty, 33 Dean St.; Geo. Hellen, 89 Verona St.; Henry Erickson, 288 Degraw St.; Jos. Gleason, 60 Georgia Ave.; Chas. Nagel, 949 Willoughby Ave. For Queens: James Asher, Mill and Concord Sts., Morris Park, L. I.; Wm. Pawlowich, 3 Newton Road, L. I. City;
6348 J. B. Smith, 18 N. Fairview Ave., Rockaway Beach, N. Y. For Richmond; James Martin, 232 Richmond Road, Stapleton, S. I.; Chas. Lange, 81 Gordon St., Stapleton, S. I."

Frank Duffy, for Complainants—Cross. 6349

From "The Carpenter" for January, 1907.
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"Directory of Business
Agents.

* * * *

New York City—For Manhattan: Wm. Fyfe, 308 W. 154th St.;Konst Eckert, 228 E. 103d St.; Richard Mortan, 440 E. 59th St.; L. Story, 248 E. 121st St.; John Towers, 178 E. 78th St.; Chas. Peterson (Stairbuilders), 2497 Belmont 6350
Ave. For Bronx: Chas. H. Bausher, 1370 Franklin Ave.; Chas. Schratt, 1836 Arthur Ave.; Thos. Dalton, 3309 3d Ave. For Brooklyn: Robt. Beatty, 33 Dean St.; Geo. Hellen, 89 Verona St.; Henry Erickson, 288 Degraw St.; Jos. Gleason, 60 Georgia Ave.; Chas. Nagel, 949 Willoughby Ave. For Queens: James Asher, Mill and Concord Sts., Morris Park, L. I.; Wm. Pawlowich, 3 Newton Road, L. I. City; J. B. Smith, 18 N. Fairview Ave., Rockaway Beach, N. Y. For Richmond; 6351
James Martin, 232 Richmond Road, Stapleton, S. I.; Chas. Lange, 81 Gordon St., Stapleton, L. I."

6352 Frank Duffy, for Complainants—Cross.

From "The Carpenter" for March, 1907.
Page 46.

"Directory of Business
Agents.

* * * *

New York City—For Manhattan: Wm. Fyfe (A. S.), 300 W. 153d st.; L. E. Storey, 248 E. 121st st.; John J. Towers, 178 E. 87th st.; Konst Eckert, 243 E. 112th st.; John Rice, 523 W. 50th
6353 st. For Brooklyn: Henry Erickson, 288 Degraw st.; Jos. Gleason, 60 Georgia ave.; Geo. Hellen, 142 E. 59th st.; E. Bradley, 585 Hamburg ave. For Bronx: Chas. H. Bausher, 1370 Franklin ave.; Chas. Schratt, 1836 Arthur ave.; Thos. Dalton, 3309 3d ave. For Queens, James Asher, Mill and Concord sts., Morris Park, L. I.; Wm. Pawlowich, 157 15th ave., L. I. City; Geo. Lynch, 142 E. 59th st. For Richmond: Chas. Lange, 81 Gordon st., Stapleton,
6354 S. I."

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"Directory of Business
Agents.

* * * *

New York City—For Manhattan: L. E. Storey, 248 E. 121st st.; John J. Tow-

 6355

ers, 178 E. 87th st.; Konst Eckert, 243 E. 112th st.; John Rice, 523 50th st. For Brooklyn: Henry Erickson, 288 Degraw st.; Jos. Gleason, 60 Georgia ave.; Geo. Hellen, 142 E. 59th st.; E. Bradley, 585 Hamburg ave. For Bronx: Chas. H. Bausher, 1370 Franklin ave.; Chas. Schratt, 1836 Arthur ave.; Thos. Dalton, 3309 3d ave. For Queens: James Asher, Mill and Concord sts., Morris Park, L. I.; Wm. Pawlowich, 157 15th ave., L. I. City; Geo. Lynch, 142 E. 59th 6356
st. For Richmond: Chas. Lange, 81 Gordon st., Stapleton, S. I."

From "The Carpenter" for November, 1907. Page 41.

"Directory of Business Agents.

* * * *

New York City—For Manhattan: L. E. Storey, 248 E. 121st st.; John J. Towers, 6357
178 E. 87th st.; Konst Eckert, 243 E. 112th st.; Richard Mortan, 300 E. 59th st. (shops and unfair trim). For Brooklyn: Henry Erickson, 288 Degraw st.; Jos. Gleason, 50 Georgia ave.; Geo. Hellen, 255 Atlantic ave.; E. Bradley, 661 Central ave. (shops and unfair trim). For Bronx: Chas. H. Bausher, 1370 Franklin ave.; Chas. Schratt, 1836 Arthur ave.; Thos. Dalton, 3309 3d ave. For

6358 Frank Duffy, for Complainants—Cross.

Queens: James Asher, Richmond Hill, 3205 Jamaica ave.; Phil Gibbons, 131 Witt st., Corona, L. I.; Geo. A. Lynch, Grafton ave., Chester Park, L. I. For Richmond: Chas. Lange, 81 Gordon st., Stapleton, S. I.; Chas. Bickel, Huguenot Park, S. I."

6359 From "The Carpenter" for January, 1908. Page 49.

"Directory of Business Agents.

* * * *

New York City—For Manhattan: L. E. Storey, 248 E. 121st st.; John J. Towers, 178 E. 87th st.; Konst Eckert, 243 E. 112th st.; Richard Mortan, 300 E. 59th st. (shops and unfair trim). For Brooklyn: Henry Erickson, 288 Degraw st.;
6360 Jos. Gleason, 50 Georgia ave.; Geo. Hellen, 255 Atlantic ave.; E. Bradley, 661 Central ave. (shops and unfair trim). For Bronx: Chas. H. Bausher, 1370 Franklin ave.; Chas. Schratt, 1836 Arthur ave.; Thos. Dalton, 3309 3d ave. For Queens: James Asher, Richmond Hill, 3205 Jamaica ave.; Phil Gibbons, 131 Witt st., Corona, L. I.; Geo. A. Lynch, Grafton ave., Chester Park, L. I. For Richmond: Chas. Lange, 81 Gordon st.,

Frank Duffy, for Complainants—Cross. 6361

Stapleton, S. I.; Chas. Bickel, Hugnenot Park, S. I."

From "The Carpenter" for February, 1909. Page 124.

"Directory of Business Agents.

* * * *

New York City—For Manhattan: L. E. Storey, 12 W. 132d st.; H. W. Blumenberg, 560 Fox st., Bronx; Jos. Crimmins, 506 E. 58th st. (shops and unfair trim); Chas. Peterson, 2497 Belmont ave., Bronx (stairs). For Brooklyn: Henry Erickson, 518 46th st., Brooklyn, N. Y.; E. P. Mossein, 372 12th st.; Wm. O'Grady, 246 Bergen st., Brooklyn, N. Y.; Harry Lee, 286 65th st., Brooklyn, N. Y. For Bronx: Chas. H. Bausher, 1370 Franklin ave., Bronx; Thos. Dalton, 285 E. 142d st., Bronx. For Queens: Jas. B. Smith, 18 N. Fairview ave., Rockaway Beach, N. Y.; Aug. Nagel, 478 Broadway, L. I. City. For Richmond: Jas. Martin, 90 Prospect st., Port Richmond, S. I." 6362 6363

Frank Duffy, for Complainants—Cross.

From "The Carpenter" for March, 1910.
Pages 57 and 59.

"Directory of Business
Agents.

* * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; Joseph Crimmins, 142 E. 59th st. (shops and unfair trim). For
6365 Brooklyn: Henry Erickson, 255 Atlantic ave., Brooklyn, N. Y.; Wm. O'Grady 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; Harry Lea, 255 Atantlic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Bausher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; Frank Hollereith, 497 E. 166th st., Bronx. For Queens: Geo. Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; James B. Smith, 18 N. Fairview ave., Rockaway Beach,
6366 L. I. For Richmond: Jas Martin, 684 Richmond road, Stapleton, S. I., N. Y.; Julian Wazeter, 63 Richmond ave., Port Richmond, S. I."

Frank Duffy, for Complainants—Cross. 6367

From "the Carpenter" for July, 1910.
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"Directory of Business
Agents.

* * * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; Joseph Crimmins, 142 E. 59th st. (shops and unfair trim). For 6368
Brooklyn: Henry Erickson, 255 Atlantic ave., Brooklyn, N. Y.; Wm. O'Grady 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; Harry Lea, 255 Atantlic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Bausher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; Frank Hollereith, 497 E. 166th st., Bronx. For Queens: Geo. Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; James B. Smith, 18 N. Fairview ave., Rockaway Beach, 6369
L. I. For Richmond: Jas Martin, 684 Richmond road, Stapleton, S. I., N. Y.; Julian Wazeter, 63 Richmond ave., Port Richmond, S. I."

Frank Duffy, for Complainants—Cross

From "The Carpenter" for September, 1910. Page 62.

"Directory of Business Agents.

* * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; Joseph Crimmins, 142 E. 59th st. (shops and unfair trim). For
6371 Brooklyn: Henry Erickson, 255 Atlantic ave., Brooklyn, N. Y.; Wm. O'Grady 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; Harry Lea, 255 Atantlic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Baunsher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; Frank Hollereith, 497 E. 166th st., Bronx. For Queens: Geo. Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; James B. Smith, 18 N. Fairview ave., Rockaway Beach,
6372 L. I. For Richmond: Jas Martin, 684 Richmond road, Stapleton, S. I., N. Y.; Julian Wazeter, 63 Richmond ave., Port Richmond, S. I."

Frank Duffy, for Complainants—Cross 6373

From "The Carpenter" for October, 1910.
Page 60.

"Directory of Business
Agents.

* * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; Joseph Crimmins, 142 E. 59th st. (shops and unfair trim). For Brooklyn: Henry Erickson, 255 Atlantic 6374
ave., Brooklyn, N. Y.; Wm. O'Grady 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; Harry Lea, 255 Atantlic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Bausher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; Frank Hollereith, 497 E. 166th st., Bronx. For Queens: Geo. Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; C. C. Swenson, Mineola, L. I. For Richmond: Jas. Martin, 684 Richmond road, Stapleton, L. I., 6375
N. Y.; Julian Wazeter, 63 Richmond ave., Port Richmond, S. I."

6376 Frank Duffy, for Complainants—Cross

From "The Carpenter" for December, 1910, Page 60.

"Directory of Business Agents.

* * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; Joseph Crimmins, 142 E. 59th st. (shops and unfair trim). For
6377 Brooklyn: Henry Erickson, 255 Atlantic ave., Brooklyn, N. Y.; Wm. O'Grady 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; Harry Lea, 255 Atantlic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Baumsher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; Frank Hollereith, 497 E. 166th st., Bronx. For Queens: Geo. Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; C. C. Swenson, Mineola, L. I. For Richmond: Jas. Mar-
6378 tin, 684 Richmond road, Stapleton, L. I., N. Y.; Julian Wazeter, 63 Richmond ave., Port Richmond, S. I."

Frank Duffy, for Complainants—Cross. 6379

From "The Carpenter" for March, 1911.
Page 62.

"Directory of Business
Agents.

* * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; R. Morton, 142 E. 59th st. (shops and unfair trim). For Brooklyn: Henry Erickson, 255 Atlantic ave., 6380
Brooklyn, N. Y.; Wm. O'Grady, 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; M. C. Heinmon, 255 Atlantic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Bausher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; W. Anderson, 497 E. 166th st., Bronx; John Donovan, 497 E. 166th st., Bronx (shops). For Queens: George Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; C. C. Svenson, 374 Greenwood ave., Richmond Hill, L. I.; 6381
Geo. A. Lynch, 274 Fulton st., Jamaica, L. I.; A. W. Leek, 31 Main st., Flushing, L. I. (shops). For Richmond: Jas. Martin, 684 Van Duzer st., Stapleton, S. I., N. Y.; Frank Norton, 99 Warren st., West New Brighton, Richmond Boro."

Frank Duffy, for Complainants—Cross.

From "The Carpenter" for May, 1911.
Page 62.

"Directory of Business
Agents.

* * * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; R. Morton, 142 E. 59th st. (shops and unfair trim). For Brook-
6383 lyn: Henry Erickson, 255 Atlantic ave., Brooklyn, N. Y.; Wm. O'Grady, 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; M. C. Heinnon, 255 Atlantic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Bausher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; W. Anderson, 497 E. 166th st., Bronx; John Donovan, 497 E. 166th st., Bronx (shops). For Queens: George Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478
6384 Broadway, L. I. City; C. C. Svenson, 374 Greenwood ave., Richmond Hill, L. I.; Geo. A. Lynch, 274 Fulton st., Jamaica, L. I.; A. W. Leek, 31 Main st., Flushing, L. I. (shops). For Richmond: Jas. Martin, 684 Van Duzer st., Stapleton, S. I., N. Y.; Frank Norton, 99 Warren st., West New Brighton, Richmond Boro."

Frank Duffy, for Complainants—Cross. 6385

From "The Carpenter" for February, 1911.
Page 94.

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Agents.

* * * *

New York City—For Manhattan: David French, 142 E. 59th st.; L. F. Storey, 142 E. 59th st.; H. W. Blumenberg, 142 E. 59th st.; R. Morton, 142 E. 59th st (shops and unfair trim). For Brooklyn: Henry Erickson, 255 Atlantic ave., 6386
Brooklyn, N. Y.; Wm. O'Grady, 255 Atlantic ave., Brooklyn, N. Y.; Fred Dhuy, 255 Atlantic ave., Brooklyn, N. Y.; M. C. Heinmon, 255 Atlantic ave. (shops), Brooklyn, N. Y. For Bronx: C. H. Bausher, 497 E. 166th st., Bronx; Thos. Dalton, 497 E. 166th st., Bronx; W. Anderson, 497 E. 166th st., Bronx; John Donovan, 497 E. 166th st., Bronx (shops). For Queens: George Lynch, 274 Fulton st., Jamaica, L. I., N. Y.; Aug. Nagel, 478 Broadway, L. I. City; C. C. Svenson, 374 Greenwood ave., Richmond Hill, L. I.; 6387
Geo. A. Lynch, 274 Fulton st., Jamaica, L. I.; A. W. Leek, 31 Main st., Flushing, L. I. (shops). For Richmond: Jas. Martin, 684 Van Duzer st., Stapleton, S. I., N. Y.; Frank Norton, 99 Warren st., West New Brighton, Richmond Boro."

6388 Frank Duffy, for Complainants—Cross.

From "The Carpenter" for September, 1907.
Page 22.

From an article by William D. Huber, President of the United Brotherhood, entitled, "The Fight in the Courts for the Open Shop and Anti-Boycott":

"Probably the membership, or at least a part of them, do not realize it that every injunction that is filed against organized labor is for the sole purpose of obtaining for the
6389 employer the official and judicial confirmation of the court of the open shop doctrine. Show me an injunction granted, and I will show you one more link forged in the chain of open shop dogma."

From "The Carpenter" for January, 1908.
Page 37.

From "News Notes from Local Unions":
6390 New York City.—

"The Master Carpenters' Association, which proposed a cut of fifty cents per day in wages when the present agreement expires, has made an alternative proposition. This is that the ban of handling unfair trim be taken off and that the wages of the carpenters remain at the figure of five dollars a day. Neither proposition will, however, be accepted by the D. C. A renewal of the agreement, or no agreement at all, and the schedule now

Frank Duffy, for Complainants—Cross. 6391

in operation is the only thing the carpenters of this district will agree to."

From "The Carpenters" for February, 1909.
Page 24.

From report of George J. Bohnen, as organizer for the United Brotherhood:

"All these agreements provide for union trim and mill work exclusively. This, in turn did more than all other agencies to defeat the 6392
Master Carpenters in their continuous attempt to force this organization into a non-union trim and mill work agreement and thereby establish scab conditions and open shop. As a further result of this action we have succeeded in having contracts for trim aggregating nearly one million dollars in value placed with union shops and mills working eight hours and paying the prevailing shop wage of New York City, which is fifty cents per hour; and further, we have organized, as a direct result of this agitation, a number of 6393
important mills and shops, among which are the Pinches Co., New Britain, Conn.; J. Morganthaler & Sons, New York City; Hyde-Murphy Co., Ridgway, Pa.; Waters & Osborn, Red Bank, N. J.; J. Marcus Woodworking Co., Williamsbridge, New York; Standard Lumber & Trim Co., Charlestown, W. Va.; McConnell Mfg. Co., Hornell, N. Y., and the end is not yet."

Frank Duffy, for Complainants—Cross.

From "The Carpenter" for March, 1910.
Page 10.

From an editorial:

"Where there is a will, there is a way. No court of judiciary can compel us to buy an article that is obnoxious to us, and the highest authority in the land cannot compel us to handle scab material in the buildings.

Let every District Council, Local Union, Business Agent and individual member see to it that all interior decorations or building trim is union-made and possibly bears our U. B. label. Let every one of us, from now on, be more conscientious in this matter, it will have a tendency to convince the mill owners that it is advantageous for them to establish union conditions in their mills, to enter into an agreement with our organization and apply for our label. The only but simple solution of the millmen problem lies in the refusal to handle non-union materials and the booming of our U. B. Label."

From "The Carpenter" for October, 1910.
Page 17.

From an outline of the report of the Generals President Huber at the 1910 Convention of the United Brotherhood:

"Our organization is now involved in a big injunction suit, brought in the United States Circuit Court, District of New York, by the Irving Casson Company, Trim Manufactur-

6397

ers of Boston, Mass., on account of our members in New York refusing to put up non-union trim manufactured by the said Company."

From "The Carpenter" for October, 1910.
Page 29.

From the report of General Vice-President Arthur A. Quinn:

6398

"I have been engaged in the Greater New York District for the entire period covered by this report, working in conjunction with General Organizers Cook, Bush land Young, in a campaign of organizing, the results of which, I think, have seldom, if ever, been surpassed in the history of our organization.

In my last report, I stated that the Manufacturing Woodworkers' Association of New York was about to sign an agreement with the U. B., which would mean the eliminating of the A. W. W. in that city; the members of which body were employed exclusively in the mills controlled by the Manufacturing Woodworkers' Association. Accordingly, the agreement that we had been negotiating for some time with the Manufacturers ws signed during the first week of Jaanuary, which meant the beginning of the unionizing of the mills in this district. By the signing of this agreement, was removed one of the principal, and I might say the only obstacle, to the unionizing of the mills of this section. While

6399

Frank Duffy, for Complainants—Cross

6400 the A. W. W. existed in this city, and were a party to the arbitration plan, our members, according to this plan, were compelled to handle material manufactured by members of this organization, with the result that nothing could be done towards establishing union conditions and properly organizing the numerous mills in this district until this obstacle was removed.

Upon the singing of the agreement with the Manufacturing Woodworkers' Associa-
6401 tion, we took over the three locals of the A. W. W., located in New York, Brooklyn and Mt. Vernon, numbering about seven hundred men, into the U. B., out of which we formed two locals of the U. B., No. 138, which is located in the Bronx, and No. 214 in Brooklyn. After completing the work of transferring the members of the A. W. W. and getting the locals in running order, we took up the work of organizing the non-union mills that were furnishing trim to this city. Although working on the general trim proposition as a
6402 whole, our efforts were particularly directed to reclaiming the manufacturing of sash, doors and window frames, which, up to the time of signing the agreement had been practically lost to our men.

When we undertook this work we found that with few exceptions practically all of the doors and window frames used in this section were made under non-union conditions. By a few well-directed movements, we speedily gained control of the frames, and I am

pleased to say that, at this time, the old condi-
dow frames, that a few months ago were
tions have been reversed, and that the win-
made under non-union conditions, are now,
almost without exception, made in union
shops and under union conditions. The door
question we found a much more difficult prob-
lem, as this branch of the trade had been taken
up and specialized by the door companies of
the country, an dparticularly the large non-
union concerns in the West. With very few
exceptions, all of the mills in this section pur- 6404
chased their doors from these Western door
companies, and as the agreement we had
made with the mills stated that all trim, in-
cluding doors, must be manufactured under
union conditions, we insisted that the condi-
tions called for in the agreement be complied
with, and that all doors must be made under
union conditions. In order to make this pos-
sible, and to make good on our agreement,
we found that it would be necessary to organ-
ize a door factory, as there was not a door
shop in the entire country working under 6405
union conditions. It is true that there are a
number of union mills throughout the coun-
try that manufacture doors, but they manu-
facture for their own use only, and in con-
junction with the manufacturing of other
trim. They do not manufacture for the
trade, with the result that, up to a few months
ago, it was practically impossible to pur-
chase a union-made door in the open market.
The large non-union door factories of the
West controlled this market absolutely.

6406 Frank Duffy, for Complainants—Cross.

We realized that in attempting to organize door shops to compete with these non-union concerns, that we were undertaking a very difficult task; but, thanks to the energy and perseverance of General Organizer Cook, who undertook the work of organizing the door shops, and who was compelled to make several trips to Milwaukee in order to accomplish the end in view, an agreement was signed in this city by General President Huber with the first union door shop in the country. Later on, he succeeded in making an agreement with a large manufacturing company of Vermont for the manufacturing of doors exclusively, with the result that we have today two door factories employing union men and manufacturing doors under union conditions for the New York market. * * *

6407

Although much has been accomplished in the work of organization during the past six months, the work is still being pushed as aggressively as ever. General President Huber has assisted in every possible way, as he realized the magnitude of the work in which we were engaged. The District Council and the borough committees of the different boroughs; also the business agents, gave us every possible assistance, with the result that success has crowned our efforts in almost every move we made.

6408

The result of our work, I estimate to be a gain in membership of about three thousand members and the organizing of forty mills that before were working under non-union conditions. This is about the gain in mem-

bership and mills, but the real benefit in renewed activity and enthusiasm cannot be estimated.

In addition to the above, I also paid two visits to Asbury Park, N. J., in connection with our work in that city. I also visited Kingston, N. Y., on two different occasions after signing the agreement by Brother Cook and myself with the Palen mill of that city. In May I made several trips to Trenton, N. J., with a view of assisting our local in cleaning up their District, but owing to the de- 6410
mands made on my time in this city I was unable to remain. Brother Adams, the B. A., was doing excellent work, and I have not the least doubt but tht he will ultiamately succeed in having every carpenter working in his jurisdiction apply for membership in the U. B. I also visited Freehold, N. J., in the early part of last month, and succeeded in organizing a local. This local will fill a long felt want in that section, and I predict for it a bright future.

Respectfully submitted,

ARTHUR A. QUINN, 6411

First General Vice-President, U. B. of C. and J. of A."

6412 Frank Duffy, for Complainants—Cross.

From "The Carpenter" for July, 1910.
Page 22.

From the report of Thomas Hickey, Organizer:

"In taking up the work of organizing the Philadelphia mills, in conjunction with Brother Bush, as per instructions of the G. P., we found that there are about one hundred and twenty woodworking mills which manufacture the various classes of mill work
6413 appertaining to the building trim, store and office fixtures, etc. Of these about twenty were considered fair with a 30-cent minimum rate and working fifty hours per week. The rest are non-union and working from fifty four to sixty hours per week and paying any wages they can get men to work for. Of the fair shops about one-third are small shops, who employ five men or less. On June 1 a demand was made for an increase of 5 cents per hour for the inside men, and after a strike an agreement was reached by the organizers and the D. C. on a basis of a 3-cent increase
6414 each year for two years, making the minimum rate 36 cents per hour for 1911. The settlement was reached without losing any mills. Our efforts are now directed toward the non-union mills, and they are very hard to approach, in many cases the mill owner refusing to even look up from their work, and we are required to direct our oratory to the back of his head, and it is only by persistent effort on our side that we are able to make any

headway. The cause of this hostile attitude is the outside carpenter's selfishness, he being ready to erect any kind of trim, no matter under what conditions it was manufactured, as long as he got his. But in the last demand the inside men forced a clause whereby the carpenters agreed that on and after the 1st of June they would no longer handle any unfair millwork, and it is on the strength of this clause that we are working and expect to bring about a conference with the Manufacturers' Association, which includes 90 per cent. of the non-union mills."

From "The Carpenter" for July, 1907. Page 19.

From the report of Organizer H. L. Cook:

"I again left for St. Louis, Mo., where I have been endavoring to thoroughly organize the mill men. It is hardly necessary to state that this is a hard proposition. Injunction suits, restraining orders, open shop conditions, and last, but not least, numbers of men willing to work so long as they can secure a steady job, are almost insurmountable obstacles which confront us in St. Louis. I have found that the employers do not object to the men belonging to the organization, but they do object to telling the men they have to join."

6418 Frank Duffy, for Complainants—Cross.

From "The Carpenter" for July, 1907.
Page 28.

From the report of Organizer W. J. Shields:

"The injunction no longer terrorizes our membership, as they have the understanding that a connection with a labor movement does not abridge personal liberty, and with this knowledge they can work or not work as circumstance dictates, and with unfair trim on a job they still have the right to vacate the job and seek employment under more congenial conditions. We, in Boston, have perfected a settlement with the President of the Manufacturers' Club, Mr. Gerlach, and the pressure that forced capitulation was the refusing of our members to handle the product from his mill."

6419

From "The Carpenter" for November, 1907.
Page 11.

6420

From the report of President Huber:

"In some places employers have been insistent for the 'open shop,' but I am proud to say that so far we have defeated them in every instance. * * * I clearly see the coming of the day when, the 'open shop' being declared in any city, our organization at least will be in a position to put up a good, strong and energetic fight against any en

6421

ployer of that city in any locality where he may have work."

From "The Carpenter" for November, 1907. Page 13.

From the report of Vice-President Guerin of the United Brotherhood:

"The delegates to this conference all realized the necessity of closer affiliation between the Local Unions of the U. B. in the State in order to keep track of the fair and unfair material, and eliminate conditions permitting an employer to be fair in one state and unfair in another."

6422

From "The Carpenter" for December, 1906. Page 19.

From the report of R. Fuelle, an organizer of the United Brotherhood:

6423

"By interviews I had with those new members, many realize that only the outside carpenters can organize the mills by refusing to put up scab trim, and no other organization is able to do it but the carpenters' organization."

6424 Frank Duffy, for Complainants—Cross

From "The Carpenter" for December, 1906. Page 28.

From the report of George Bohmen:

"Section 34 forbids any member of the G. E. B. acting as a paid organizer, but it does not forbid them to be deputized by the G. P. to represent him in any matters where his presence is required, and no one believes that he can be all over the states at the same time. It does not forbid them being deputized to
6425 handle strikes, lockouts, law suits or investigate matters. * * * The facts are that the organizers employed by the G. O. are not only engaged in organizing whenever possible, but also, owing to the fact that the various duties of our General President compel his attendance a large part of his time at the G. O., the organizers act as his deputies to assist in the work assigned to him as head of this organization. * * * So, an organizer had to spend over a year in the Scranton district as representative of the
6426 G. P., to prevent our organization being destroyed by the bosses' combination and the courts; another over ten months fighting a mill owners' combination for the open shop in injunction proceedeings; others against employers' combinations in Connecticut, in Philadelphia, Hudson County, N. J., Rochester, N. Y., and other places too numerous to mention. * * * And these organizers distributed throughout the country engaged in the above labors under the direction of our

6427

General President, do also spend months, in some cases over a year, in handling strikes or lockouts. * * * Then the amount of money expended does not only cover their magnificent salary of four dollars per day, but also their expenses for railroad fares, etc."

From "The Crpenter" for May, 1911.
Page 21.

6428

OFFICIAL INFORMATION.

Quarterly Report of General President William D. Huber, for quarter ending March 31, 1911:

"Indianapolis, Ind., March 31, 1911.
To the Officers and Members of the General Executive Board, Greeting:

" * * * The organizing work has gone on with good success considering the conditions throughout the country. Among the mill men we have been more successful than we expected. Good work has been done along that line, and the actions of New York City on the proposition of not handling non-union material has had the effect of mills being unionized that was impossible to organize heretofore. May the good work be kept up until all mills are unionized and enjoy the conditions we are striving for."

6429

* * * *

" Fraternally yours,
WM. D. HUBER,
General President."

6430 Frank Duffy, for Complainants—Cross

From "The Carpenter" for March, 1911.
Pages 19-20.

OFFICIAL INFORMATION.

Quarterly Report of General President William D. Huber for quarter ending December 31, 1910:

"Indianapolis, Ind., December 31.
To the Officers and Members of the General Executive Committee, Greeting:

6431 " * * * While it is true that we have not had many strikes of a serious character during the past three months, we have had a few where only one or two concerns were affected, and especially is this the case in New York City, where I have had a corps of organizers attending to the mills, assisting the District in organizing them. This work has now been going forward for pratically a year and we now have full control of the situation. The officers and members of that district are to congratulated and commended for the able, efficient and honest help they have given the

6432 General Office in this respect, and now if we can only run the same kind of campaign in some other localities, it will only be a question of time, and a very short time at that, when we will have complete control of the mill situation all over the country. * * *

With fraternal greetings, I remain,
Sincerely yours,

WM. D. HUBER,
General President."

Frank Duffy, for Complainants—Cross 6432

From "The Carpenter" for February, 1911.
Pages 22, 25.

Proceedings of Fourth Quarterly Session, 1910, of General Executive Board. October meeting continued:

"* * * * January 9th—All members present.

* * * "New York City. The G. P. submitted to the Board the papers of the Albro J. Newton Company injunction case against the U. B., together with an estimate from the attorney of the U. B. of the approximate cost of an appeal to the higher court. The Board authorized the G. P. to instruct the attorney to appeal the case." 6434

From "The Carpenter" for December, 1910.
Pages 23 and 28.

Proceedings of Fourth Quarterly Session, 1910, of General Executive Board. 6435

October 10th—All members present but Foley.

* * * "New York City, N. Y. The papers in the matter of the temporary injunction secured by Albro J. Newton, including the restraining order signed by F. E. Crane, Judge of the Supreme Court of New York, were read and filed. The Board instructs the G. P. to defend this case in conjunction with

6436 Frank Duffy, for Complainants—Cross.

the New York D. C. Should the temporary injunction be made permanent, no additional expense is to be incurred in the case until the matter has again been referred to the Board."

From "The Carpenter" for June, 1911
Page 13.

6437 "Proceedings of Special Session of General Executive Board, held in New York City.

* * * * *

The matter of the injunction was again taken up. Officers of the Joint District Council appeared before the Board with information relative to the contemplated injunction.

The Secretary of the Board stated that General President Huber and himself, as Secretary of the Board, had procured C. M. Beattie to appear in court as counsel in our behalf on March 17. The Board approved of this action. The Board secured the services
6438 of Wm. P. Maloney as associate counsel with Mr. Beattie to appear in court on March 17".

Frank Duffy, for Complainants—Cross. 6439

From "The Carpenter" for June, 1911.
Page 14.

Proceedings of Special Session of General Executive Board held in New York City.

"March 21, 1911.

All members present with exception of Brother Post.

The Board retained Messrs. Beattie and Maloney as permanent attorneys in the case." 6440

From "The Carpenter" for August, 1911.
Page 21.

Proceedings of the Third Quarterly Session, 1911, of the General Executive Board.

"May 26, 1911.

New York City. Request from the D. C. for sanction to appeal to a higher court from the decision of Judge Coxe in the Paine injunction case. Sanction granted." 6441

61 2 Frank Duffy, for Complainants—Cross

From "The Carpenter" for November, 1911.
Pages 20 and 21.

Proceedings of Fourth Quarterly Session, 1911, of General Executive Board.

"August 21.

New York City. Communication from the J. D. C. stating that the attorneys for the U. B. and the J. D. C. had made a request for an additional appropriation towards defraying legal expenses in Paine Lumber Co., Limited and others. The
6443 Board appropriates $2,666.67. The attorneys also submitted partial accounting through the J. D. C. for previous appropriations made by the Board in defense of these suits."

* * * * *

"The Board also took into consideration the general conditions existing in New York City due to the several injunctions issued against our organization and the granting of additional financial aid. The Board appropriates $4,000, an itemized accounting with receipted bills attached to be made to the G. C.

6444 New York City. Received from the J. D. C. receipts from the attorneys for the appropriation made by the Board in September, 1911, for legal expenses in the Paine injunction case examined and filed."

Extracts from the Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, held in 1904, produced by the witness, copied and compared and hereto attached under the stipulation entered into by counsel at page , said extracts

being identified by the signature of the witness and the signature of the notary.

From the Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904, pages 3, 4.

"We, the Committee on Credentials, beg leave to report that the following delegates are entitled to seats in this Convention:

Alabama—

75 Birmingham, James P. Ogletree.
75 Birmingham, W. H. Mitchell. 6446
722 Birmingham, Robert E. L. Connolly.
722 Birmingham, E. J. Knowlton.
1510 Birmingham, E. J. Hunnicutt.
410 Selma, J. H. Bean.
1616 Selma, John T. Perry.

Arizona—

1631 Douglas, Samuel Yarnell.

California—

1158 Berkeley, J. P. Michelsen.
1473 Fruitvale, Charles A. Jeffers.
815 Haywards, George Toyne.
332 Los Angeles, Arthur Vinette. 6447
332 Los Angeles, Thomas McElwain.
426 Los Angeles, James A. Gray.
426 Los Angeles, George Martin.
1279 Los Angeles, Oscar W. Fredrickson.
1347 Los Angeles, J. G. Chandler.
36 Oakland, R. Wiand.
36 Oakland, Robert B. Harlan.
550 Oakland, R. M. Hamb.
550 Oakland, D. C. Crawford.
1667 Oakland, Arthur W. Borden.
586 Sacramento, Ben Lathrope.

6448 Frank Duffy, for Complainants—Cross

22 San Francisco, P. H. McCarthy.
22 San Francisco, John P. Horgan
22 San Francisco, N. L. Wandell.
22 San Francisco, F. P. Nicholas
95 San Francisco, Louis Rossi.
304 San Francisco, Louis F. Erbe.
423 San Francisco, E. J. Daley.
423 San Francisco, H. J. Schober.
422 San Francisco, Heinrich Neidlinger.
422 San Francisco, C. Henry Sattler.
483 San Francisco, Guy Lathrop.
6449 483 San Francisco, Chas. L. Apperson.
616 San Francisco, Thomas Pepler.
766 San Francisco, James A. Gibbs.
1082 San Francisco, M. L. Gregg.
262 San Jose, E. J. White.
262 San Jose, E. Rosendahl.
316 San Jose, S. M. Keith.
162 San Mateo, Henry Meyer.
35 San Rafael, Harry D. Nash.
829 Santa Cruz, J. B. Brazelton.
266 Stockton, M. G. Barnhard.

Canada—

134 Montreal, Joseph Ainey.
6450 1325 Edmonton, Alta, William Deyl.

Colorado—

264 Boulder, G. E. Dickey.
515 Colorado Springs, D. M. Wright
515 Colorado Springs, D. R. Blood.
547 Cripple Creek, M. L. Prestage.
55 Denver, William Stocker.
55 Denver, T. C. Davis.
55 Denver, J. M. McLane.
381 Loveland, Walter H. Trindle.
362 Pueblo, George O. Round.

Frank Duffy, for Complainants—Cross 6451

584 Victor, Charles E. Palmer.
Connecticut—
927 Danbury, Henry H. Durgy.
196 Greenwich, Charles J. Elsbach.
196 Greenwich, George R. Murray.
43 Hartford, Alphonse J. Des Champs.
43 Hartford, Philip J. Fagan.
97 New Britain, Hugh F. Morehead.
97 New Britain, Benj. D. Elmore.
79 New Haven, Timothy J. Sullivan.
79 New Haven, F. W. Breckinridge.
District of Columbia— 6452
190 Washington, D. F. Hoffman.
190 Washington, O. R. Jarrett.
884 Washington, Joseph Reilly.
1103 Washington, John Muckenhaupt
1103 Washington, Robert Reichard.
1651 Washington, Thomas E. Arnold.
1651 Washington, Joseph K. Potter.
Florida—
224 Jacksonville, W. B. Hill.
627 Jacksonville, W. H. Annis.
696 Tampa, W. R. C. Phillips.
696 Tampa, Franklin Pimbley.
819 West Palm Beach, J V. Wicks. 6453
819 West Palm Beach, W. E. Glenn
Georgia—
329 Atlanta, Eben Watkins.
256 Savannah, T. J. Naughton.
318 Savannah, G. H. Ralph.
Idaho—
1420 Idaho Falls, B. A. Jenne.
Illinois—
916 Aurora, H. C. Loveland
916 Aurora, Carl Young.

6454 Frank Duffy, for Complainants—Cross

433 Belleville, Henry Wild.
63 Bloomington, S. G. Cunningham.
894 Cairo, John Nicholson.
841 Carbondale, H. H. Hall
1 Chicago, William G. Schardt.
1 Chicago, James J. Lineham.
1 Chicago, Thomas Neale.
1 Chicago, William Loos.
10 Chicago, William S. Deuel.
10 Chicago, D. J. Ryan.
10 Chicago, August West.
6455 13 Chicago, Theodore J. Lelivelt.
13 Chicago, Daniel Galvin.
54 Chicago, Joseph Mraz.
54 Chicago, Vaclav Sorna.
58 Chicago, Daniel McKeon.
58 Chicago, Eric Sutherland.
58 Chicago, Fred Lawrenson.
62 Englewood, P. J. Granberg.
62 Englewood, Erick Larson.
62 Englewood, M. B. Philp
80 Chicago, Joseph Peck.
80 Chicago, Samuel Gaylord
141 Chicago, John Murray.
6456 181 Chicago, Jens Jensen.
181 Chicago, Axel Soderstrom.
181 Chicago, T. F. Church
199 Chicago, J. C. Grantham.
199 Chicago, Jas. Kirby.
242 Chicago, Henry Giffey.
416 Chicago, Charles H. Wagner.
416 Chicago, Fred C. Lemke
419 Chicago, Louis Shalk.
419 Chicago, Henry Pueshel.
434 Kensington, John McGrath.

Frank Duffy, for Complainants—Cross. 6457

434 Kensington, William McPhail.
521 Chicago, August Kraft.
1597 Chicago, Henry C. Rossman.
269 Danville, Louis E. Kranel.
269 Danville, Cal Shelton.
169 East St. Louis, A. H. Curtis.
169 East St. Louis, George Schlosser.
903 East St. Louis, George V. Johnson.
1193 Frankfort, Albert Hill.
360 Galesburg, E. R. Donaldson.
633 Granite City, John L. Coleman.
633 Granite City, Peter P. Riley 6458
870 Granville, David Farley.
461 Highland Park, R. J. O'Brien.
496 Kankakee, Tony Mueller.
154 Kewanee, Ed. James.
241 Moline, J. C. Fulmer.
241 Moline, P. J. Carlson.
166 Rock Island, Henry Grothe.
16 Springfield, John Zaring.
16 Springfield, Charles R. Hatch.
495 Streator, Duncan G. Dewar.
827 Tolnea, William B. Shields.
448 Waukegan, W. G. Campbell.
448 Waukegan, Henry Deacon. 6459

Indiana—

1380 Bedford, C. C. Williamson.
431 Brazil, A. N. Nicoson.
431 Brazil, T. G. Hayes.
1155 Columbus, Charles F. Brown.
1108 East Chicago, James I. Day.
90 Evansville, Samuel A. Stork.
1758 Farmersburg, W. R. Stanley.
599 Hammond, Urvin Spafford.
213 Hartford City, L. J. Farr.

6460 Frank Duffy, for Complainants—Cross.

281 Indianapolis, William D. Huber.
281 Indianapolis, James Jordan.
281 Indianapolis, George Hughes.
1003 Indianapolis, Peter H. Ringold.
1460 Indianapolis, Harrison C. Decker
487 Linton, W. S. Potter.
808 Logansport, W. I. French.
932 Peru, William G. Miller.
935 Princeton, B. H. Brooks
706 Sullivan, A. M. Pirtle.
205 Terre Haute, A. E. Saltsman.
6461 1636 Whiting, E. M. Setty.

Iowa—

534 Burlington, Nick Torn.
364 Council Bluffs, J. W. Taylor.
554 Davenport, Charles J. Adrian.
1272 Davenport, D. R. White
678 Dubuque, Joseph C. Roberts.

Kansas—

1198 Independence, Martin Biorn
458 Lawrence, S. P. Byrd.
1022 Parsons, H. L. Martin.
1445 Topeka, S. B. Weaver.

Kentucky—

6462 472 Ashland, Bert Davis.
712 Covington, James A. Nortin.
103 Louisville, Mike Guelds.
698 Newport, William H. Boyd.
559 Paducah, Alonzo Crandell.

Louisiana—

1147 Baton Rouge, J. M. Charles Vidal.

Maine—

407 Lewiston, Henry E. Frost.

Maryland—

1126 Annapolis, R. I. Smith.

Frank Duffy, for Complainants—Cross. 6463

1126 Annapolis, Charles W. Brady.
29 Baltimore, George Griffin.
29 Baltimore, William H. Albaugh.
29 Baltimore, Frank Simmons.
990 Baltimore, George T. Hewing.
1315 Baltimore, Joseph E. Wontisseth
1315 Baltimore, Clinton S. Hancock.
1358 Baltimore, William S. Biggins.
1024 Cumberland, William S. Allamong.
1024 Cumberland, Henry A. Houck.

Massachusetts—

395 Adams, J. B. Cassidy. 6464
33 Boston, John E. Potts.
33 Boston, Daniel H. Deegon.
624 Brockton, Willard Hanson.
624 Brockton, T. H. Pyne.
370 Lenox, J. D. Wilson.
193 North Adams, S. H. Crum.
351 Northampton, John T. O'Connor.
444 Pittsfield, James W. Reegan.
177 Springfield, Albert G. Hurd.
979 Williamstown, Chas. A. Brown.
23 Worcester, P. B. Keefe

Michigan—

116 Bay City, Robert D. Skelton. 6465
19 Detroit, Thomas Lawson.
19 Detroit, Thomas Jordan.
303 Detroit, Carl Engel, Jr.
335 Grand Rapids, James P. Murphy.
335 Grand Rapids, Thomas Cameron.
297 Kalamazoo, D. U. Baxter.
297 Kalamazoo, Henry Greendyke.
226 Traverse City, William J. Sproul.
59 Saginaw, John B. Sauve.

Minnesota—

6466 Frank Duffy, for Complainants—Cross.

361 Duluth, J. H. Baker.
361 Duluth, Edward Lowe.
7 Minneapolis, John Franzen.
7 Minneapolis, John Walquist.
7 Minneapolis, Phil Carlin.
7 Minenapolis, W. I. Green.
548 Minneapolis, C. J. Burdick.
548 Minneapolis, Henry B. Bachmann.
87 St. Paul, John Freeberg.
87 St. Paul, J. L. Hughes.
87 St. Paul, E. H. McConnell.

6467 Mississippi—
1721 Yazoo City, G. M. R. Husbands.
Missouri—
4 Kansas City, J. E. Chaffin.
4 Kansas City, W. D. Michler.
1391 Kansas City, M. C. Hughes.
1635 Kansas City, John Bolifahr.
740 Novinger, W. C. Haley.
5 St. Louis, Fred C. Horstmann.
5 St. Louis, John Reinhard.
45 St. Louis, Henry Rosenbaum.
47 St. Louis, Paul Wilms.
47 St. Louis, Reinhardt Fuelle.

6468 73 St. Louis, Jerry Burns.
73 St. Louis, O. E. Layton.
73 St. Loois, John W. Adams.
73 St. Louis, C. H. Guipe.
257 St. Louis, James R. Miller.
257 St. Louis, Z. T. Parshall.
257 St. Louis, Thomas Moyser
578 St. Louis, C. H. Miller.
578 St. Louis, T. W. Steele.
578 St. Louis, Gus. Spille.
1011 St. Louis, Tony Esser.

Frank Duffy, for Complainants—Cross. 6469

1596 St. Louis, Henry Luecke.

Montana—

112 Butte, D. F. Staten.

112 Butte, J. G. Fumerton.

286 Great Falls, Alfred J. Emmerton.

Nebraska—

1055 Lincoln, S. J. Kent.

1055 Lincoln, J. W. Emberson.

427 Omaha, J. E. Perry.

427 Omaha, Maurice Terkelson.

279 South Omaha, Fred Towne.

1703 South Omaha, E. E. Schwalenberg 6470

1703 South Omaha, John Larsen.

New Jersey—

482 Atlantic City, H. M. Farson.

486 Bayonne, Frank R. Vreeland.

941 East Orange, George B. Spencer.

1443 Englewood, Theodore A. Dubois.

391 Hoboken, David Morrison.

57 Irvington, John Mueller.

482 Jersey City, John R. Burgess.

564 Jersey City, Andrew Jamieson.

429 Montclair, George D. Dodd.

119 Newark, James Waldup.

119 Newark, William Clark. 6471

306 Newark, M. P. Wood.

306 Newark, W. E. Chambers.

306 Newark, A. J. Tuttle.

723 Newark, John H. McLean.

349 Orange, Edward J. Henry.

65 Perth Amboy, Arthur A. Quinn.

65 Perth Amboy, Owen Owens.

155 Plainfield, David Bodine

1091 Ridgewood, John W. Courter.

31 Trenton, George W. Adams.

6472 Frank Duffy, for Complainants—Cross

31 Trenton, Carl Poinsett.
299 West Hoboken, Hugh Roberts.
New Mexico—
1319 Albuquerque, James J. Votaw.
511 Roswell, C. T. Hale.
New York—
274 Albany, James T. Rigney.
453 Auburn, William H. Garling.
233 Binghamton, Walter Hulse.
12 Brooklyn, Fred Bulck.
32 Brooklyn, Aug. J. Joos.
6473 109 Brooklyn, Edwin Tobin.
109 Brooklyn, Thomas Glennon.
147 Brooklyn, Martin Pearson.
147 Brooklyn, John H. Jennings.
175 Brooklyn, Henry P. Smith.
247 Brooklyn, O. Collins.
258 Brooklyn, Otto W. Anderson.
291 Brooklyn, Arthur F. Gentsch.
451 Brooklyn, George Hellen.
471 Brooklyn, Thomas P. Ryan.
471 Brooklyn, Frank Peer.
9 Buffalo, Charles Hann.
9 Buffalo, William B. Macfarlane.
6474 132 Buffalo, Adolf Killian.
355 Buffalo, Henry Heiderman.
355 Buffalo, August Winkelmann
374 Buffalo, W. W. Vantine.
374 Buffalo, Thomas Ireland.
440 Buffalo, James Hopkins.
440 Buffalo, James E. Neil.
229 Glenns Falls, Leroy Thompson.
66 Jamestown, A. W. Buck.
289 Lockport, R. J. Brown.
493 Mount Vernon, Owen J. Tegan.

Frank Duffy, for Complainants—Cross. 6475

51 New York City, William J. Byrne
56 New York City, William Pfeil.
309 New York City, Ludwig Sohr.
309 New York City, Benjamin Fried.
340 New York City, Patrick F. MacDonald.
387 New York City, Frederick N. Yarrington.
457 New York City, William Mortensen.
457 New York City, T. Pearson.
476 New York City, George J. Bohnen.
478 New York City, Frank Duffy.
478 New York City, Charles H. Bausher.
513 New York City, Charles Peter. 6476
567 New York City, James Hawker.
715 New York City, Charles A. DeMand.
715 New York City, Daniel F. Featherston.
322 Niagara Falls, W. J. Sweet.
369 North Tonowanda, Jacob Gould.
77 Port Chester, John Wolf.
72 Rochester, M. J. O'Brien.
146 Schenectady, Austin F. Wiley.
146 Schenectady, William A. Ripley.
26 Syracuse, John A. Nhare.
78 Troy, Theobald M. Guerin.
389 Tuxedo, Frederick Slawson.
53 White Plains, J. G. Knapp. 6477
53 White Plains, W. E. Patterson.
273 Yonkers, Chapin Thompson.
726 Yonkers, Robert P. Nugent.

Ohio—

2 Cincinnati, Charles B. Hause.
2 Cincinnati, John H. Meyer.
327 Cincinnati, Harry Cook.
667 Cincinnati, John H. Potts.
667 Cincinnati, James Frazier.
676 Cincinnati, John Stuhlfauth.

6478 Frank Duffy, for Complainants—Cross

11 Cleveland, Frederick Brais.
11 Cleveland, Walter Mapes.
11 Cleveland, Wesley Workman.
14 Cleveland, Ernest G. Johnson.
39 Cleveland, Jos. Soukup.
1231 Cleveland, O. H. Cook.
61 Columbus, Walter H. Cranston.
61 Columbus, Sherman J. Long.
494 Columbus, James H. Slane.
104 Dayton, John Weyrich.
328 East Liverpool, J. C. Reed.
6479 328 East Liverpool, J. N. Stewart.
1136 Fremont, F. M. Sultzbaugh.
637 Hamilton, Charles E. Davis.
136 Newark, Charles J. Baker.
437 Portsmouth, M. W. Kehoe.
437 Portsmouth, John W. Hasting.
660 Springfield, George Allison.
186 Steubenville, Louis Whittaker.
25 Toledo, August Smith.
1300 Wellston, Charles Boyer.
171 Youngstown, J. L. Smith.
171 Youngstown, H. C. Miley.

Oklahoma Territory—

6480 292 Shawnee, J. F. Clevenger.

Oregon—

50 Portland, C. Bomberger.

Pennsylvania—

237 Allegheny City, Anton Weizman.
211 Allegheny City, Samuel Lindsay
211 Allegheny City, Fred. Peaco.
211 Allegheny City, A. M. Swartz.
465 Ardmore, Charles Miller.
773 Braddock, W. A. Alexander
587 Coatesville, Charles L. Daugherty

Frank Duffy, for Complainants—Cross. 6781

409 Erie, Jacob Madlehner.
129 Hazelton, Jacob Maue.
288 Homestead, R. E. McCluskey.
288 Homestead, J. C. Kephart.
1419 Johnstown, W. A. Beachly.
827 McKeesport, A. C. Bain.
827 McKeesport, Frank P. Boyd.
255 McKees Rocks, Clem. Dorr.
255 McKees Rocks, John Carson.
206 New Castle, John W. Slayton.
206 New Castle, William Bean.
8 Philadelphia, Wesley C. Hall. 6482
964 Philadelphia, John H. Clark
1051 Philadelphia, Christ. Gehring.
142 Pittsburg, David Duff
142 Pittsburg, J. William Montgomery
142 Pittsburg, Joseph Ward.
165 Pittsburg, J. A. Ross.
165 Pittsburg, J. H. Steffler.
202 Pittsburg, J. S. Weekerly.
202 Pittsburg, R. J. L. Black.
230 Pittsburg, W. J. Richey.
239 Pittsburg, John J. Smith.
254 Pittsburg, Frank A. Park.
402 Pittsburg, John Hopp. 6483
1186 Pittsburg, William Schgap.
1186 Pittsburg, J. C. Carnahan.
492 Reading, H. K. Ritter.
492 Reading, Andrew J. Grove.
145 Sayre, Theo. M. Harding.
563 Scranton, E. E. Knapp
1382 Sharpsburg, W. P. Lowry.
541 Washington, W. E. Spriggs.
541 Washington, J. W. Nickeson.
93 Wilkesbarre, Daniel A. Post.

6484 Frank Duffy, for Complainants—Cross.

430 Wilkinsburg, C. H. Stewart.
430 Wilkinsburg, D. L. Seibert.
691 Williamsport, J. A. R. Schrader.
191 York, Ben. F. Inners.

Rhode Island—

176 Newport, R. B. Scott.

South Carolina—

52 Charleston, W. H. Burgess.

South Dakota—

1440 Lead, John Boyer.

Tennessee—

6485 759 Chattanooga, E. J. Henderson.
259 Jackson, J. W. Sykes.
394 Memphis, Charles F. Auferoth.
1208 Memphis, A. H. Tate.

Texas—

392 Beaumont, C. T. Key.
198 Dallas, U. S. Berry.
371 Denison, H. C. Fuller.
114 Houston, James F. Grimes.
114 Houston, M. B. Leach.
953 Houston, Thomas Nightingale.

Utah—

184 Salt Lake City, Thomas Watkins.
6486 184 Salt Lake City, Charles Vinson.

Virginia—

1665 Alexandria, Jos. Reilly.
388 Richmond, E. F. Woodward.
1180 Richmond, W. E. Phenix.

Washington—

98 Spokane, Leonard Funk.

West Virginia—

3 Wheeling, John Teufel.
3 Wheeling, L. M. Brown.

Frank Duffy, for Complainants—Cross. 6487

Wisconsin—
1074 Eau Claire, P. P. Kilbotten.
836 Janesville, Fred Conner.
161 Kenosha, F. A. Brown.
161 Kenosha, William Ball.
314 Madison, William E. Moll.
314 Madison, William Albrecht.
188 Milwaukee, Charles Felsch.
188 Milwaukee, William Bublitz.
522 Milwaukee, Herman C. Wilde.
522 Milwaukee, John Braun.
1447 Milwaukee, James Henricksen. 6488
1748 Milwaukee, William Griebling.
91 Racine, Hans Fredriesen.
657 Sheboygan, Chas. Guehlstorf.
755 Superior, John H. Hatch.

Moved and seconded that the report of the Credential Committee as submitted, be received and concurred in. Carried."

* * * * *

(Page 16.)

"The following supplementary report was submitted by the Credential Committee, on credentials presented by delegates arriving after the 6489
morning session of the Convention had opened, and on credentials which required investigation by the Committee.

Illinois—
742 Decatur, George A. Sharrick.
568 Lincoln, O. F. Davis.
508 Marion, Isaac Hess.
Indiana—
734 Kokomo, James P. Navis.

6490 Frank Duffy, for Complainants—Cross.

Iowa—
106 Des Moines, Fred. Kemp.
106 Des Moines, S. O. Carter.
425 Des Moines, A. R. Thurlow.
772 Clinton, Carl Soderholm.
Kansas—
201 Wichita, T. J. Furnish.
Michigan—
535 Cadillac, Andrew Carlson
Mississippi—
929 Greenwood, J. D. Griffith.
6491 Missouri—
607 Hannibal, John J. Ritchardson.
New York—
132 Buffalo, John Balser.
Pennsylvania—
8 Philadelphia, James Troy.
8 Philadelphia, Peter McLaughlin
1114 Philadelphia, Harry A. Heisler.
1401 Clearfield, E. E. Wilson.
736 Philadelphia, James A. Ryan.
Utah—
450 Oregon, C. M. Flewelling.
Wisconsin—
6492 252 Oshkosh, Fred A. Rowe.

Moved and seconded that the report of the Credential Committee, as submitted, be received and concurred in, and the Delegates therein named seated. Carried."

* * * * *

(Page 22.)

"The Committee on Credentials begs leave to report that the following Delegates are entitled to seats in this Convention:

Frank Duffy, for Complainants—Cross. 6493

California—
483 San Francisco, W. H. Hutchinson.
1082 San Francisco, Frank H. Cranford.
Florida—
1686 Jacksonville, F. H. Ward.
107 Pensacola, W. A. Watts.
Missouri—
4 Kansas City, Chas. Wellman.
Michigan—
19 Detroit, Frank McMahon.
59 Saginaw, Geo. W. Miner.
Pennsylvania— 6494
691 Williamsport, Morris E. Kelley.
Vermont—
481 Barre, A. J. Stewart.
Washington—
131 Seattle, Geo. R. Compton.
West Virginia—
302 Huntington, A. N. Huff.
Wisconsin—
1403 Watertown, Ernest H. Allerman.
290 Lake Geneva, Levi W. Underwood.

The case of H. C. Pitts, of Local Union No. 326, who appeared before the Credential Committee without his due card, was next taken up, on his request. Moved, seconded and carried that Brother Pitts be seated in this Convention." 6495
(Page 21.)

* * * * *

"The following is a list of the absentees:
Arthur W. Borden, No. 1667.
J. C. Grantham, No. 199.
J. C. Fulmer, No. 241.
William G. Miller, No. 932.

6496 Frank Duffy, for Complainants—Cross.

William H. Albaugh, No. 29. Sick.
William S. Biggins, No. 1358.
George D. Dodd, No. 233.
Walter Hulse, No. 233.
J. C. Reed, No. 328.
J. N. Stewart, No. 328.
William Bean, No. 206.
Joseph Ward, No. 142."

6497 From "Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America." Page 45. 1904.

"REPORT OF THE GENERAL SECRETARY."

"This, to us, is a source of satisfaction and gratification and is an incentive, at the same time, to carry on the good work of organization until we have every man working at the trade within our ranks, be he carpenter or joiner, stairbuilder, shipjoiner, millwright, planing mill bench hand, cabinet maker, car builder or engaged in running
6498 wood working machinery. In fact, every man employed in the wood working industry—handling edged tools—ought to belong to the United Brotherhood of Carpenters and Joiners of America."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 84. Further extract from the report of General Secretary, Frank Duffy.

Frank Duffy, for Complainants—Cross. 6499

"TRADE MOVEMENTS—STRIKES AND LOCKOUTS."

"Our unions, in the enforcement of their local rules—refusal to work with non-union men and to handle non-union material—have, within the past twenty-three years, spent the sum of $184,776.22. Our district councils have also spent, during the same period, for the same or similar purpose, $715,000.00, making a total in all of $899,776.22. The General Office, in support of trade movements during the same period, paid out $486,190.47. 6500

During the last two years the number of trade movements exceeded that of any other term. This is what may be expected. In all 625 cities and towns made demands for higher wages, the inauguration of the eight-hour day, half-holiday Saturday, recognition of the union, refusal to work with non-union men, or to handle non-union manufactured material, and to resist the 'open shop.' In many instances conflicts waged long and bitter between employer and employes, and feeling ran high, but with judicious management and timely support from the General Office, 98 per cent. of these movements were successful. So 6501
far we have been completely successful in defeating the 'open shop' policy."

"OPEN SHOP."

"Organized labor has never dealt with a more serious and important question than that of the 'open shop.' On the face of it, to those who know nothing either of trades unionism or the trickery of the employers, it seems fair; yet it is the most dangerous weapon ever used by the employing

6502 Frank Duffy, for Complainants—Cross.

class to bring about the demoralization and complete destruction of organized labor.

The principles and policy of the 'open shop' can not be tolerated for a moment by this organization. If such a system should be established in any city, it would mean the decline and final death of our local unions in that city. With the unions gone, wages would soon go down, which is exactly what the employers want and what they are looking for under the guise of the 'open shop.'

On the 'open shop' question there is nothing
6503 to arbitrate. Our unions can not consent to arbitrate a question that involves their very lives. The constitutionality of our organization has been tested time and time again in the courts; decisions have been handed down in our favor by some of the most eminent jurists on the bench. We have the right to live and transact our business in our own way, provided we do not violate the laws of the land.

We have been forewarned, especially during the past year, that we have a hard fight ahead of us on this question. If such is the case, we might as well refuse right now to arbitrate, and fight this
6504 to a finish at all costs."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 114. Further extract from report of General Secretary, Frank Duffy.

"RECOMMENDATIONS."

"To summarize, the following recommendations are submitted for your careful consideration:

Frank Duffy, for Complainants—Cross. 6505

I. The formation of an emergency or defense fund for the support and protection of our members in strikes and lockouts, and to resist the 'open shop' policy; said fund to be derived from an assessment on all local unions of fifty (50) cents per member per year, payable in two installments of twenty-five (25) cents each, in June and December."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 115. 6506

"REPORT OF GENERAL TREASURER."

"To the Officers and Delegates Assembled at the 13th General Convention of the United Brotherhood of Carpenters and Joiners of America:

In order to place before our membership an idea of the magnitude of our organization from a financial standpoint, I have prepared for their consideration a detailed statement of the amount of money paid to each locality to aid them in their trade movements for a shorter work day, higher 6507
wages, unjust impositions, lockouts, enforcements of the open shop policy, etc.; and it will readily be seen that in order to maintain our position in the labor field, we will have to provide at this Convention extraordinary means whereby we can improve upon our present financial standing, and enable us to maintain a treasury which will at least allow us to render the necessary assistance to our Locals in time of trouble."

6508 Frank Duffy, for Complainants—Cross.

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 119.

"TOTAL STRIKE DONATIONS FROM FEBRUARY 18, 1903, TO JUNE 30, 1904, U. B. OF C. AND J. OF AMERICA:

New York City, N. Y. (April, '03, $31,000; May, $16,000) . . . $47,000.00"

6509 From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 33.

"REPORT OF THE GENERAL PRESIDENT."

"To the Officers and Delegates of the Thirteenth Biennial Convention, United Brotherhood of Carpenters and Joiners of America:

The results of the past two years, with all we have had to contend with have been marvelous; with the employers' associations, citizens' alliances, manufacturers' associations and State
6510 troops all combined to hinder us and retard the great trade movement, by strikes and lockouts that have been forced upon us, in their endeavor to inaugurate the 'open shop', we, as members of the U. B., can congratulate ourselves on the magnificent growth attained."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpen-

6511

ters and Joiners of America, 1904. Page 37 and 38. Further extract from General President Huber:

"THE MILL QUESTION."

"In the past two years we have done our very best to organize the mills that manufacture material for the construction of buildings—this work has been carried on by our organizers throughout the country. Instructions have been given them to use their best endeavors along those lines and the results have been quite surprising, as we have been able to unionize over 200 mills in the various cities of the United States and Canada.

6512

This mill question is one of the most knotty and intricate problems that confront our Brotherhood to-day. In order to complete the unionizing of the mills, means much hard, thoughtful, diplomatic and laborious work on the part of all.

In many localities we find that the outside carpenters are heartily in favor of lending a helping hand to bring about the desired results; in other localities the outside carpenters have no use whatever for the man working in the mills; as some say, 'they are a drag on the journeymen carpenters.'

6513

With the improvements and changes being made in the manufacture of trim, etc., for buildings, especially in the larger cities, and our work becoming more and more classified year by year, I have noted that the carpenter, in order to hold what rightfully belongs to him, must control the manufacture of the material—the carpenter of to-day may be the millman of to-morrow.

C514 Frank Duffy, for Complainants—Cross.

The machinery used in the manufacture of this material, is simply improved tools over what the carpenter used to use, and because the said material is made in that way, it is none the less carpenter work, and therefore should be controlled by this U. B. Much has been done in the past, and I feel confident that more will be accomplished in the future to give our organization control over what legitimately belongs to us as carpenters."

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From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 168 and 169.

"REPORT OF COMMITTEE ON CONSTITUTION."

"Milwaukee, Wis., Sept. 20, 1904.

To the Officers and Delegates of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America:

6516 Your Committee on Constitution, all being present except Bro. J. J. Manning, of Brooklyn, N. Y., Bro. T. P. Ryan, of Brooklyn, having been appointed in his place, after carefully examining all resolutions submitted, a list of which is attached, beg leave to submit the following report:

* * * * *

"Sec. 183 (j). (New Section.) No member of the U. B. shall be allowed to handle or put up building material coming from a non-union shop

Frank Duffy, for Complainants—Cross. 6517

or mill located in a district where a majority of the mills or shops in that district are organized in the Brotherhood."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 173.

"Sec. 183 (j). (New Section.) No member of 6518
the U. B. shall be allowed to handle or put up building material coming from a non-union shop or mill located in a district where a majority of the mills or shops in that district are organized in the Brotherhood.

Moved and seconded that the report of the committee be concurred in.

Moved as an amendment that the entire matter be recommitted to the committee. Seconded and carried."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 323. 6519

"The Constitution Committee then made the following report seriatim:

New Section to be known as Section 183 (j).

No member of the U. B. shall be allowed to handle or put up building material coming from a non-union shop or mills located in a district where a majority of the men in the mills and shops in that district are organized in the U. B.

Report not considered, as this matter was referred to the Committee on Union Label."

6520 Frank Duffy, for Complainants—Cross.

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904, page 334.

"Committee on Union Label then reported as follows:

* * * * *

"Add to Section 183b "And the General President shall have the power to grant dispensation." Carried.

6521 We, the Committee on Label, beg leave to recommend the following amendments to the Constitution: Section 183 (j) "It shall be the duty of all District Councils and Local Unions to promote the use of trim and shop made carpenter work bearing this label, and wherever possible to prevent the members under their jurisdiction from encouraging the use of any unfair material by handling same." Standing motion to concur in the report of the Committee was carried.

6522 Your Comittee on Union Label would recommend that the General Office issue a pamphlet describing in detail the manner of issuing, controlling and applying the Label in shops and mills and that such pamphlet be furnished to all localities applying for and using the Label. Standing motion to concur in the report of the Committee was carried."

From Proceedings of the Thirteenth General Convention of the United Brotherhood of Carpenters and Joiners of America, 1904. Page 344.

Frank Duffy, for Complainants—Cross. 6523

"RESOLUTION No. 62."

"Milwaukee, Wis., September 23, 1904.

To the Officers and Delegates of the Thirteenth General Convention of the U. B. of C. and J. of A. in Session Assembled. Brothers:

It is not necessary to point out to you the far-reaching and injurious effects of a Blanket Injunction, when issued against a Labor Union and made permanent; and

Whereas, The District Council of Pittsburg, Pa., and its thirty-four affiliated local unions approximating 7,000 members, has been enjoined 6524
from in any way interfering with any one, even their own members, that would in any way prevent them from violating the trade rules of the District Council while working non-union material, and are enjoined from disciplining members who refuse to comply with same, and,

Whereas, The Judge of Butler County, Pa., has refused to allow any hearing on the exceptions granted to his rulings in S. G. Purvis & Co injunction case, and has set the same aside, and made a decree granting a permanent injunction as above stated with damages to the amount of $1,770 6525
against our local unions affiliated with the district of Pittsburg, and

Whereas, It is absolutely necessary to carry this case to the higher courts of the State of Pennsylvania, and even higher if necessary, in order to protect our organization and members in said locality and elsewhere; therefore, be it

Resolved, That all expenses incurred and necessary to the final and proper hearing of this case shall be paid from the general funds of the U. B., and the General Officers of the U. B. be hereby

6526 Frank Duffy, for Complainants—Cross

instructed by this Convention to pay the same when bills are properly presented for same

(Signed.)

FRANK A. PARK, No. 254.
SAMUEL LINDSAY, No. 211.
A. J. GROVE, No. 492.
H. K. RITTER, No. 492.
W. J. RICHEY, No. 230.
J. S. WECKERLY, No. 202.
R. J. L. BLACK, No. 202.
W. P. LOWRY, No. 1382.

6527

J. W. SLAYTON, No 206.
A. M. SWARTZ, L. U. 211.
CLEM DORR, L. U. 255.
JOHN CONNOR, L. U. No. 255
FRED PEACO, L. U. 211.
J. H. STEFFLER, L. U. 165.
P. McLAUGHLIN, L. U. 8.
T. M. HARDING, L. U. 145.
E. E. WILSON, L. U. 1401.
R. E. McCLUSKY, L. U. 288.
J. W. MONTGOMERY, L. U. 142.
D. L. SEIBERT, L. U. 430
CHAS. MILLER, L. U. 465.

6528

J. J. SMITH, L. U. 230.
JACOB MAUE, L. U 129.
J. C. KEPHART, L. U. 288.
JOHN HOPP, L. U. 402.
JAMES A. RYAN, L. U. 736.
JOHN H. CLARK, L. U. 964
HARRY A. HEISLER, L. U. 1114.
WESLEY C. HALL, L. U. No. 8.
JAMES TROY, Phila. No. 8.

Your Committee on Resolutions would respectfully report that the request of the Pittsburg C.

Frank Duffy, for Complainants—Cross. 6529

D. C. be concurred in, and that all necessary expenses be defrayed through and by our General Office.

The standing motion to concur in the report of the committee was carried."

Extracts from the Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, held in 1906, produced by the witness, copied and compared and hereto attached under the stipulation entered into by counsel at page , said extracts being identified by the signature of the witness 6530
and the signature of the notary.

From the Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906, page 7.

"According to official notices received at the general office 662 delegates were elected in all, Original and duplicate credentials were forwarded to each delegate separately, with instructions and other information, and 622 duplicate credentials were returned to the General Office, properly filled 6531
out, signed and sealed. These were compared with the original credentials presented to the committee in this city, and after careful investigation we find that the following delegates are entitled to seats in this convention:

Alabama—

75 Birmingham, R. E. L. Connelly, W. R. Blevins.

1510 Birmingham, M. W. Staton.

410 Selma, E. P. West.

6532 Frank Duffy, for Complainants—Cross.

California—
1158 Berkeley, J. W. Striker.
815 Haywards, J. B. Lewis.
158 Los Angeles, F. C. Wheeler, F. S. Bell, John M. Conners, J. W. Michaels
36 Oakland, J. W. Bibby, R. M. Raymond.
550 Oakland, D. C. Crawford, R. M. Hamb
586 Sacramento, James L. Ellis.
22 San Francisco, P. H. McCarthy, Ed. E. Lehouse, L. B. Regan, John T. Burns.
304 San Francisco, John Felix.
6533 422 San Francisco, Henry Carstensen.
423 San Francisco, Thos. O'Brien.
483 San Francisco, Guy Lathrop, E. McNeill, E. O. Smith, C. A. Templeton.
1082 San Francisco, E. W. Hutchinson, E. E. Deroin.
1640 San Francisco, W. A. Cole.
262 San Jose, Thomas Graham.
316 San Jose, J. C. Finnegan.
162 San Mateo, M. J. Powers.

Canada—
553 Berlin, Charles Brandt.
1325 Edmonton, W. A. Deyl, P. C. Foley.
6534 18 Hamilton, Norman W. Thompson
134 Montreal, Joseph Ainey, Ovid Proulx.
1244 Montreal, R. Lynch.
713 Niagara Falls, J. R. Lundy.
38 St. Catharines, Thos. H. Wiley, Jas. Carty.
27 Toronto, B. Southwell.
617 Vancouver, S. W. O'Brien, E. G. Youngs.
969 Welland, Wm. N. Spencer.
343 Winnipeg, E. J. Dyer.

Colorado—
264 Boulder, F. E. Hall.

Frank Duffy, for Complainants—Cross 6535

515 Colorado Springs, W. C. Daily, W P. Moffat.
1637 La Junta, Wesley Vandiver.

Connecticut—

115 Bridgeport, J. M. Griffin.
196 Greenwich, George N. Johnson, Chas. J. Elsbach.
44 Hartford, F. C. Walz, Edward Cooper.
1672 New Britain, Leonard Johnson.
79 New Haven, F. W. Brechenridge, D. F. Early.
746 Norwalk, A. H. Buttery. 6536
210 Stamford, John F. Flynn.
260 Waterbury, Wm. J. Quinn, Geo. Murray.

Washington, D. C.—

132 Washington, Jacob Nassbaum, W G. Phillips, L. W. Lloyd, Jos. Reilly.

Florida—

224 Jacksonville, S. T. Minus.
627 Jacksonville, W. J. Wilson, R. M. Hill.
993 Miami, P. L. Ryan, J. F Hoffman.
107 Pensacola, W. A. Watts.
74 Pensacola, W. N. Lounsberry.
696 Tampa, John T. Blackmon, W. P. Scott.

Georgia— 6537

256 Savannah, G. A. McDaniel.
318 Savannah, George H. Ralph.

Illinois—

916 Aurora, George W. Green, H. G. Loveland.
41 Champaign, Chas. Hill, J. C. Young.
1 Chicago, W. G. Schardt, Thos. Neale, Chas. McCormick, Chas. Witt.
10 Chicago, O. E. Woodbury, W. S. Deuel, Duncan Ross, Dave Jones.
13 Chicago, Thos. F. Flynn, T. J. Lelivelt.

6538 Frank Duffy, for Complainants—Cross.

54 Chicago, Jos. Mraz.
58 Chicago, Dan McKeon, Geo. H. Lakey, Sam Johnson, Harry Hinman.
62 Chicago, Louis Dickhart, J. D. McKinley, E. Larsen.
80 Chicago, Sam Gaylord, Joseph Peck, P. G. Smith.
141 Chicago, John Murray.
181 Chicago, Wm. T. Hambach, Frank Larson, Axel Soderstrom, V. C. Edbrooke.
199 Chicago, James Kirby, W. W. McGary.
6539 242 Chicago, H. Giffey.
416 Chicago, Carsten Christiansen, Wm. R. Daniels.
434 Chicago, John DeYoung, Harry Johnson.
521 Chicago, J. N. Black.
272 Chicago Heights, Sam Dunlop, D. P. Bergin.
269 Danville, Charles Wilson.
742 Decatur, W. E. Long.
169 E. St. Louis, George Schlosser.
1769 Gillespie, H. W. Swinford.
870 Granville, D. J. Farley.
669 Harrisburg, Walter Boatright, W. M.
6540 Lane.
1466 Hoopeston, Henry Rossing.
174 Joliet, Wm. Herbert.
241 Moline, P. J. Carlson, John W. Hunter.
189 Quincy, Ben Knuff.
166 Rock Island, D. W. White.
695 Sterling, Geo. W. Mehaffey.
16 Springfield, John W. Dixon, Jacob Feuerbacher, John R. Holmes.
807 Tolucа, James Farley.
1768 Wenona, G. W. Platt.

Frank Duffy, for Complainants—Cross 6541

Indiana—
431 Brazil, Sam Akers.
1155 Columbus, Robt. J. Hill.
90 Evansville, M. Hollenberger.
599 Hammond, H. E. Granger, Jos. Tratebas.
281 Indianapolis, W. D. Huber, Jas. T. Goode, Aug. W. Thompson.
1003 Indianapolis, Chas. Richardson.
215 Lafayette, Wm. O. Heath.
487 Linton, W. S. Potter.
592 Muncie, H. R. Kline.
935 Princeton, Jacob Jones. 6542

Iowa—
308 Cedar Rapids, George E. Wilcox, A. J. Cronkhite.
597 Centerville, G. W. Jones.
772 Clinton, W. J. Murphy.
554 Davenport, Chas. Adrian.
106 Des Moines, E. W. Van Duyn, Frank Davisson.
678 Dubuque, Jos. C. Roberts.

Kansas—
1022 Parsons, Geo. G. Lynd.

Kentucky— 6543
712 Covington, J. W. Mapes.
559 Paducah, W. A. England.
1017 Sturgis, Jas. L. Tate.

Louisiana—
76 New Orleans, Chas. A. Thiery, A. Blum.

Maine—
407 Lewiston, Alden M. Flagg, Henry E. Frost.

Maryland—
29 Baltimore, George G. Griffin, Frank G. Simmons, F. C. Pearson.

6544 Frank Duffy, for Complainants—Cross

990 Baltimore, George T. Hewing.
1315 Baltimore, Jos. E. Wontisseth, C. S. Hancock.
1598 Baltimore, Chas. Schapmier.

Massachusetts—

395 Adams, C. U. Wells.
33 Boston, J. E. Potts, P. R. Kickham, W. J. Shields.
67 Boston, John M. Devine.
386 Boston, John A. Stewart, James E. Eaton.
438 Boston, A. M. Watson.
6545 441 Boston, A. W. Morrison.
625 Boston, J. A. McKinnon.
938 Boston, Wm. T. Milligan.
1410 Boston, Chas. N. Kimball.
1046 Bridgewater, Wm. H. Swift.
624 Brockton, F. W. Smith, H. F. Favor.
1045 Great Barrington, W. C. Morrison.
802 Hyde Park, Chas. E. Yeaton.
794 Leominster, D. W. Shallis.
1600 Newton, M. L. Chivers.
193 A. Adams, S. H. Crum.
444 Pittsfield, John B. Mickle.
888 Salem, J. D. Cooper.
6546 1516 Salem, E. C. Walker.
96 Springfield, W. J. Lafrancis, George A. Roy.
885 Woburn, J. B. Gray.
408 Worcester, Odias Emond.
877 Worcester, John Hanigan.

Michigan—

116 Bay City, Wm. Babcock, Conrad Baker.
19 Detroit, David Kiely, Thos. Lawson.
335 Grand Rapids, Thomas A. Cameron.
651 Jackson, O. E. Reaves.

Frank Duffy, for Complainants—Cross 6547

674 Mt. Clemens, A. J. Widrig.
59 Saginaw, George W. Miner, J. B. Sauve.
334 Saginaw, Anthony Kondal.
1551 Three Rivers, I. E. Wing.

Minnesota—
7 Minneapolis, John Walquist, Phil Carlin, W. R. Murphy, J. P. O'Reilly.
87 St. Paul, Wm. Wyman, J. J. McHugh, P. W. Hartigan, John Freeberg.

Missouri—
607 Hannibal, L. M. Hager.
1622 Independence, W. D. Michler. 6548
4 Kansas City, Chas. Wellman J. H Dennis, Sam Jewell.
1391 Kansas City, M. C. Hughes.
1635 Kansas City, John Bolifahr.
110 St. Joseph, Wm. Atchison.
47 St. Louis, Chas. Frey, Paul Wilms.
73 St. Louis, J. W. Adams, Jerry Burns, Harry Blackmore, Wm. M. Davis.
257 St. Louis, Geo. W. Ward, Z. T. Parshall, Thomas Moyser.
578 St. Louis, C. H. Miller, J. W. Steele.
1536 St. Louis, Henry Leucke.

Montana— 6549
112 Butte, John R. Coulter.
286 Great Falls, George O. Robin.

Nebraska—
427 Omaha, C. A. MacDonald.

New Jersey—
486 Bayonne, F. R. Vreeland
20 Camden, Reuben Price, Jos. R. Graw
1179 Cliffside, Jean Henri Raas.
594 Dover, W. F. Bice.
941 East Orange, Geo B. Spencer, Frank Wood.

6550 Frank Duffy, for Complainants—Cross.

519 E. Rutherford, J. B. Mason.
167 Elizabeth, John T. Cosgrove E. A. Brennan.
1443 Englewood, John Brower, Herman Muench.
265 Hackensack, Chas. A. May, Jas. Bratt, Jr.
391 Hoboken, Jas. A. Gallagher.
429 Montclair, Sam Botterill, Fred Schmitz.
119 Newark, Jas. S. Waldrip. William Sanford.
6551 306 Newark, C. J. Lehn, T. E. Letourneur, J. F. Manion.
723 Newark, Herman Springer.
490 Passaic, P. P. Redington, John Van Weil.
325 Paterson, David Petrie, Aaron Kevit.
1036 Paterson, A. Personette, Thomas F. Handbridge.
65 Perth Amboy, Arthur A. Quinn, Owen Owens.
155 Plainfield, W. H. Lunger, A. C. Rogers.
842 Pleasantville, John F. Stephenson.
1091 Ridgewood, M. W. Holly.
31 Trenton, George W. Wilson, Hayes Potter.
6552
349 West Orange, Edmund Enright, John F. Patz.

New York—
453 Auburn, M. S. Irish.
233 Binghamton, W. F. Hulse, G. M. Ross
9 Buffalo, W. B. MacFarlane, John Tegler.
374 Buffalo, W. W. Vantine F. J. Schneider.
440 Buffalo, E S. Marshall.
1757 Buffalo, And. Szymoniak.
491 Corinth, W. T. Sturdevan.

Frank Duffy, for Complainants—Cross. 6553

700 Corning, Robert Humeston, W. W. Huggins.
532 Elmira, J. W. Cross, A. D. Corwin.
879 Elmira, Norman Shook, John E. Plum.
1093 Glen Cove, William Germain, Geo A. Albin.
1107 Gloversville, Wm. Clute.
66 Jamestown, Carl A Carlson.
289 Lockport, J. L. Smith.
574 Middletown, John Schindler.
42 New Rochelle, Edward Cotter, Frank Brady. 6554
718 New Rochelle, F. O. Simpson, Cornelius Schaad.
12 New York City, Gust. Larson Otto Zichig Fred Bulck.
32 New York City, Aug. Joos, M. Braun.
34 New York City, Fred Renker. Wm. Pawolowich.
51 New York City, Wm. J. Byrne
56 New York City, Frank Arnold.
64 New York City, Thos. Coleman.
81 New York City, John J. Phelan.
109 New York City, Thomas Glennon Edward Tobin. 6555
126 New York City, John Wolfinger.
147 New York City, M. E. Nichols, John F. Carlson, Geo. Spaler, John H. Jennings.
175 New York City, Jas. M. Herring.
240 New York City, Thos. Forrestal.
247 New York City, O. T. Collins, Thos. H Bunting.
258 New York City, D. Hancock.
291 New York City, M. Rauherz A. F. Gentsch.

6556 Frank Duffy, for Complainants—Cross.

309 New York City, P. Krupp, George Hoffman.
340 New York City, John H Murray, P F. McDonald.
375 New York City, H. Baumann Richard Vogelman.
381 New York City, George Muir
382 New York City, Wm. F. Ehret.
387 New York City, J. T. Breslin.
451 New York City, George Hallen.
457 New York City, Chas. Bardeau.
6557 464 New York City, Geo. Fieser.
471 New York City, J. J. Manning, Anon Alfson.
473 New York City, George D Gaillard.
476 New York City, Jos. Crimmins, Geo. J. Bohnen.
478 New York City, W. P. Elmendorf Chas. Ludlum.
493 New York City, Owen J. Tegan George Lamson.
509 New York City, Robt. Thompson.
567 New York City, James Hawker.
593 New York City, Chas. Moder.
6558 606 New York City, Jas. W. Maine.
613 New York City, John P. Schultz.
715 New York City, Thos. McGugan, John Williams.
774 New York City, Andrew Holland, A. W. Tallman.
901 New York City, Geo. W. Dow.
1425 New York City, M. J. McGrath.
1717 New York City, Wm. A. Trotter, Robert D. Gale, Wm. Ryan.
1747 New York City, Michael H. Monahan.

Frank Duffy, for Complainants—Cross. 6559

322 Niagara Falls, W. J. Sweet, Chas. A. Durham.
1555 Niagara Falls, W. H. Bradley.
369 N. Tonawanda, Chas. W. Lorenz.
1354 Odgensburg, Fred Quinlan.
447 Ossining, Michael J. Casey, Burton L. Applebee.
747 Oswego, Jas. R. Bonner.
77 Portchester, Geo. Chandler, J. B. Wolf.
1145 Port Jervis, Chas. E. Dailey.
263 Poughkeepsie, John Bright.
72 Rochester, M. J. O'Brien, F. E. Welton, 6560
Adam C. Harold.
231 Rochester, Jas. M. Finlay.
146 Schenectady, Chas. Gould, W. M Carr.
835 Seneca Falls, E. S. Coffin.
78 Troy, T. M. Guerin.
125 Utica, G. W. Griffith, Wm. Humphrey.
53 White Plains, Wm. E. Patterson, W. N. Mabee.
273 Yonkers, Thomas Carey.
726 Yonkers, Frank L. Burhans.

North Carolina—

384 Asheville, A. V. Bronk.
1331 Durham, J. M. Martin. 6561

Ohio—

2 Cincinnati, Thomas S. Jones, Wm. Reinke, David Fisher.
209 Cincinnati, Chas. F. Scheer.
327 Cincinnati, Harry L. Cook.
628 Cincinnati, Wm. Cutter.
667 Cincinnati, John H. Potts, W. C. Wood.
676 Cincinnati, Louis Groll.
592 Cincinnati, W. R. Stineman, Chris Dittus.
11 Cleveland, Walter J. Mapes.

6562 Frank Duffy, for Complainants—Cross.

61 Columbus, Sherman Long, W. H. Cranston.
494 Columbus, W. B. Smart.
328 E. Liverpool, W. F. Snowden, E. E Spivey.
650 Pomeroy, E. D. Will.
660 Springfield, Geo. Allison.
25 Toledo, August Smith, Dan G. Hoffman.
171 Youngstown, Alex. Irvine, Sylvester Covert.
716 Zanesville, Theo. F. Thompson.

Pennsylvania—

6563 135 Allentown, N. K. Frankenfield.
900 Altoona, Irvin Stine.
465 Ardmore, Chas. Miller, Chas. J. Herbert.
263 Berwick, H. W. Cope.
813 Carbondale, Thomas F. Callaghan.
1044 Charleroi, N. C. Davis.
1400 Clearfield, W. B. Breth.
768 Fortyfort, A. W. Mahoney.
129 Hazelton, Henry Weigand.
1419 Johnstown, J. W. Vaught.
414 Nanticoke, Fritz Schneikart.
206 Newcastle, John C. McClymonds, Wm. M. Bean.

6564 8 Philadelphia, M. J. McDermott, E. Widroder, Peter McLaughlin.
122 Philadelphia, John E. Martin, S. H. Blizzard.
227 Philadelphia, Levi Parves, J. D. Hamel.
227 Philadelphia, Wm. J. Ford, J. J. Kerr.
359 Philadelphia, Chas. Crismier.
736 Philadelphia, James A. Ryan.
1051 Philadelphia, Christ Gehring, Kraft Fahm.
142 Pittsburg, H. C. Schomaker, David Duff, John A. Barry.

Frank Duffy, for Complainants—Cross. 6565

164 Pittsburg, W. J. Kelly.
165 Pittsburg, J. A. Ross, J. E. Hesser.
202 Pittsburg, N. F. Storm, Samuel Meyers.
211 Pittsburg, A. M. Swartz, Wm. Heckert, M. M. Wills.
230 Pittsburg, T. J. McKenna.
255 Pittsburg, Chas. A. Wills.
288 Pittsburg, O. I. Lewis, W. W. Elwell.
430 Pittsburg, H. C. Whitfield, W. F. Miller.
571 Pittsburg, M. H. Conrad.
890 Pittsburg, J. D. Adams.
1186 Pittsburg, Wm. Schaap. 6566
1252 Pittsburg, A. H. Kauffman.
228 Pottsville, H. C. Steidle.
492 Reading, Jas. R. Schearer, Edward T. Rose.
947 Ridgway, W. W. Anderson.
145 Sayre, G. S. Mann.
484 South Scranton, Edw. W. Rech.
563 Scranton, P. J. Conlon.
268 Sharon, W. J. Gantz.
1382 Sharpsburg, Chas. G. Laber.
514 Wilkes-Barre, D. A. Post, Fred L. Ross.
691 Williamsport, C. C. Wright, Daniel Martines. 6567
191 York, S. C. Crawford.

Rhode Island—

176 Newport, R. B. Scott.
632 Providence, T. F. Kearney, Wm. M. McKenzie.
801 Woonsocket, Geo. Grandchamp.

South Dakota—

1440 Deadwood, W. E. Scoggan.

Tennessee—

968 Chattanooga, M. L. Clark.

6568 Frank Duffy, for Complainants—Cross.

259 Jackson, J. E. Blaskmond, J. L. McLeary.
1660 Jackson, Robert Jacobs.
219 Memphis, Harry Burl, C. M. Dayton.
394 Memphis, W. H. Meachean.
350 Nashville, C. F. McGregor, J. L. Bradford.

Texas—

198 Dallas, U. S. Berry, R. M. Means.
544 El Paso, Geo. H. Simmons.
339 Fort Worth, S. Lotzenhiser, Frank Frush.
114 Houston, J. R. Pickle, James F. Grimes.

Utah—

6569 184 Salt Lake City, J. N. Spaulding, F. A. Ellis.

Virginia—

887 Hampton, Geo. W. Youung, V. L. Dougherty.
396 Newport News, R. H. Ware.
331 Norfolk, H. S. Scott, J. M. Turner
1774 Norfolk, K. S. Wilson.
605 Portsmouth, J. W. Stroud, W. T. Buxton.
388 Richmond, J. B. Fitzgerald.
1180 Richmond, Jas. J. Rankin.

Washington—

131 Seattle, Chas. Fey, Geo. Compton.

6570 98 Spokane, Leonard Funk, E Finney, A. L. Thorp.

470 Tacoma, P. W. Dowler.

West Virginia—

435 Chester, W. B. Stewart.
1207 Charleston, J. H. Phillips, A. W. Fitzwater.
302 Huntington, A. N. Huff.
3 Wheeling, John Teufel, A. L. Bauer.

Wisconsin—

161 Kenosha, William Ball, Adam Dauben.

Frank Duffy, for Complainants—Cross. 6571

290 Lake Geneva, W. H. Marzolf.
188 Milwaukee, Chas. Felsch.
522 Milwaukee, H. C. Wilde.
1053 Milwaukee, Julius Scharnek
1447 Milwaukee, Emil M. Larsen.
1748 Milwaukee, Ferdinand Rose.
755 Superior, J. H. Hatch.

Fraternal Delegate.

Porto Rico—

1474 Vauco, Frank Duffy.

Moved that the report of the Committee on 6572
Credentials be received and delegates seated except in so far as the credentials of Delegate Kelly of Union No. 164, Pittsburg, Pa., are concerned, and that the latter be referred back to the Committee on Credentials for further investigation.

Motion seconded and carried."

* * * * *

(Page 20.)

"The following supplementary report is submitted by the Credentials Committee, on credentials presented by delegates arriving after the first session of the Convention and your committee would recommend that they be seated: 6573

Alabama—

296 Ensley, W. R. Crumley.

Canada—

672 Peterborough, Ont., Henry W. Morgan.

Colorado—

1257 Silverton, T. J. Caywood.

Indiana—

734 Kokomo, C. F. Bowers.

Kentucky—

103 Louisville, W. E. Coombs.
1369 Louisville, Charles L. Lang.

6574 Frank Duffy, for Complainants—Cross.

Massachusetts—
111 Lawrence, Wm. H. Craven.
New York—
117 Albany, Jas. T. Rigney.
24 Batavia, Wm. J. Spencer.
9 Buffalo, George H. Waldow.
355 Buffalo, John Bieger.
440 Buffalo, Jas. E. Hopkins.
1345 Buffalo, Harry J. Page.
1668 Buffalo, Michael J. Kirsch
600 Saranac Lake, Jas. J. O'Connell.
6575 1015 Saratoga Springs, Michael Casey, E. S. Edmonds.
26 Syracuse, O. A. Bovee.
Ohio—
1582 Cincinnati, A. R. Talmadge
11 Cleveland, Jacob L. Adams.
104 Dayton, D. P. Farrell.
404 Painesville, O. A. Story.
Pennsylvania—
421 Elwood, F. H. Nagel.
1129 Kittaning, B. L. Willard.
Texas—
371 Denison, H. C. Fuller.
6576 Vermont—
683 Burlington, C. C. Wilson.
West Virginia—
893 Wellsburg, T. F. Clegg."

"REPORT OF THE GENERAL PRESIDENT."

* * * * *

From Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 30 and 31:

Frank Duffy, for Complainants—Cross. 6577

"REPORT OF THE GENERAL PRESIDENT."

"The last two years have brought many changes to our organization, as well as the labor movement in general. With the Manufacturers' Association, Citizens' Alliances, Employers' Association and kindred bodies trying to bring about a closer alliance to combat the trades organizations, by use of the 'injunction,' which the courts are only too willing to grant against labor organizations, we certainly, as a trade, can congratulate ourselves for the magnificent growth we have made in that time with all the combinations that have been put 6578
up against us. Our membership has increased to 170,192 and during the past two years it has been much harder work for our organizers to accomplish all they have desired owing to the conditions mentioned above.

We have made a special effort, which has been crowned with success far beyond our expectations, in organizing the mills of this country, making great inroads in the ranks of the Amalgamated Wood Workers' International Union, many locals of which have surrendered their charters to that organization and voluntarily came over into the 6579
United Brotherhood of Carpenters and Joiners of America.

Judging from the success we have had of our work in the past, I still have faith and hope that we will eventually bring about one organization of the men who are employed in the erection and in the manufacturing of material used in the construction of buildings."

6580 Frank Duffy, for Complainants—Cross.

From Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 58. Further extract from the Report of General President Huber:

"THE MILL QUESTION."

"During the past two years strenuous efforts have been put forth to organize the mills doing work which necessarily comes under the heading of
6581 material for the construction of buildings, and, to say the least, our efforts along these lines have been exceedingly successful. Not only have the members worked toward this goal, but the local unions, district councils and organizers have all lent a helping hand. Instructions, from time to time, to the organizers have been very definite and in many cases we have had organizers spend one, two and, in some localities, three months organizing that class of workmen.

From reports received over two hundred and fifty mills have been put under the banner of the U. B. during the past two years, and this includes
6582 some of the largest mills in our great metropolises, such as Boston, Cincinnati, Milwaukee, San Francisco, Davenport, Wheeling, Norfolk and San Jose, and in many other places too numerous to mention in this report. As I have stated in previous reports, 'With the improvements and changes being made the manufacturer of trim, etc., for the large buildings, especially in the larger cities, our work is becoming more classified year by year, and I have noted that the carpenter, in order to hold what rightfully belongs to him, must control the manufacture of material, or, in other

Frank Duffy, for Complainants—Cross 6583

words, the carpenter of to-day may be the mill man of to-morrow."

From Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 67. Further extract from Report of General President Huber:

* * * * *

"THE WORK OF OUR ORGANIZERS." 6584

"However, the work of our organizers during the past two years is certainly to be commended, and they have put forth their best efforts to make this, the United Brotherhood, the dominant and most thorough trade organization in North America. Many of our members are under the impression that the only work accomplished by our organizers is straight organizing, but I want to disabuse their minds of this theory. Our organizers, let it be known, not only do that class of work, but they visit different localities in the interest of strikes, lockouts, controversies where 6585
the bosses will not listen to a local man, audit books, make speeches, investigate and examine disability claims and assist the members in many ways which does not appear on the face of their reports. They have done grand and noble work for the cause and are entitled to all the praise and good words we can convey to them. Especially has their work been of vast and lasting benefit to the mill men, and, as I have previously stated, if they keep up the work in the future as in the

past, then it is only a question of time until Section 61 will in truth mean, 'that all branches of our craft are under the head of one general organization.'

In the past two years there has been greater demands on the General Office for organizers to be sent to different sections than ever before known. Demands coming from almost every city under the jurisdiction of this U. B., it has been impossible for me to comply with all the requests made in that respect, without I increased the force of
6587 organizers to a larger extent than it was, which I did not think it advisable to do on account of the increased expenses, but I have appointed a few district organizers to help out where assistance was needed."

From Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 159:

"REPORT OF THE GENERAL SECRETARY.

6588

"TRADE MOVEMENTS, STRIKES AND LOCKOUTS."

"Two years ago we were face to face with the 'open shop' proposition. At that time our organization was the one selected by the employers on which the onslaught was to be made, but thanks to the firm stand taken by the delegates attending the Milwaukee Convention, the 'open shop' has been a failure, and is now a 'dead issue' as far as this organization is concerned. Our local unions and District Councils, in the enforcement of their

6589

local rules, refusal to work with non-union men and to handle non-union material, in demands for better conditions, increase in wages and a shorter work day have spent within the last twenty-five years the sum of $1,179,776. The General Office in support of trade movements paid $614,003.89. During the two years just closed we had fewer strikes than the previous two years; in fact, many of these could have been avoided if our members were not goaded into rebellion and resistance by the bosses in their determination to cut wages, in-
6590 crease the hours of toil, settle disputes by compulsory arbitration and their demand for the elimination of the sympathetic strike altogether. The Milwaukee Convention appropriated several amounts to our local unions and District Councils, then on strike; altogether the sum of $127,813.42 has been spent by the General Office in those movements, detailed account of which will be found in the report of General Treasurer Neale."

6591 From Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America. Page 184. Further extract from Report of General Secretary Frank Duffy:

"RECOMMENDATIONS."

"Second. Devise ways and means at this Convention for the formation of an emergency fund, for the protection and defense of our members, local unions and District Councils when dragged into court, or when enjoined and prohibited from

6592 Frank Duffy, for Complainants—Cross.

performing their duties as members of organized labor. Injunction cases should be carried to the highest courts in the land, as personal liberty must be protected at all costs."

From Proceedings of the Fourteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 186:

6593 "REPORTS OF THE GENERAL TREASURER."

"To the Officers and Delegates Assembled at the Fourteenth General Convention of the United Brotherhood of Carpenters and Joiners of America:

We have thus far been exceedingly fortunate in our trade movements. Our expenses in maintaining strikes and lockouts during the past two years have only amounted to $127,813.42, which is very reasonable considering the magnitude of our organization, and the splendid conditions gained by
6594 our members in many localities.

One of the most annoying, and perhaps the most expensive problem is the many injunction suits entered against us by contractors and mill owners in many localities, through the possible instigation of the Manufacturers' Association and Citizens' Alliances. Some of these we have successfully contested, while in others we have been less fortunate, but we feel convinced that the laws pertaining to such cases are very lax and indefinite, and if left to the discretion of an unfriendly judge,

Frank Duffy, for Complainants—Cross 6595
they can be twisted to suit his own desires. These past decisions have caused the officials of the American Federation of Labor to take action upon political lines to defeat these opponents of honest labor, and we hope they are successful in their efforts. In many instances our Local Unions have jeopardized themselves and their officers by acting too hastily in boycotting and placing of firms upon the unfair list, as is evidenced by the many injunction suits we are now involved in, thereby not only causing themselves considerable annoyance and expense, but also the general organization."

6596

From the Proceedings of the Thirteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 191. Further extract from the Report of General Treasurer Neale:

"INJUNCTION AND CIVIL SUITS."

"Smith case, New York, N. Y.	$ 75.00
Indianapolis, Ind.	100.00
Injunction suit, East St. Louis, Ill.	75.00
Injunction suit, Grand Rapids, Mich.	50.00
Philadelphia D. C., Pa.	250.00
Berger case (injunction) Hudson Co. D. C., N. J.	500.00
Injunction suit, Anniston, Ala.	200.00
Injunction suit, Byesville, Ohio	700.00
Bridgeport, Ohio	50.00
Seattle, Wash.	15.00
Buffalo, N. Y.	120.10
Injunction suit, Butler, Pa.	690.00

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6598 Frank Duffy, for Complainants—Cross

Washington, D. C.	27.95
Injunction suit, Carbondale, Ill.	150.00
Denver, Colo.	95.25
Birmingham, Ala.	100.00
Injunction suit, New York, N. Y.	975.00
Injunction suits, St. Louis, Mo.	3,888.52
Total	$8,351.49"

"Donations for strikes, lockouts, etc., from July 1, 1904, to June 30, 1906. Further extract from General Treasurer Neale:

"New York City, N. Y. (Aug., 1904,
6599 $6,000; Sept., $15,000; Oct., $5,000;
Nov., $5,000; Dec., $1,000) ..... $32,000.00"

From the Proceedings of the Thirteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 335:

"COMMITTEE ON GENERAL PRESIDENT'S REPORT."

"5. Mills and Factories—It is a great satisfac-
6600 tion to note the advance made in organizing the mills and factories throughout the country, and we recommend that the work be continued along these lines until all mills and factories in the woodworking industry are under our jurisdiction."

(Page 336.)

* * * * *

"The standing motion to concur in the report of the committee was amended 'that the report of the General President take the same course as

Frank Duffy, for Complainants—Cross. 6601

the report of the Committee on General Secretary's report until after the printed minutes of this meeting are in the hands of the delegates.

Seconded and carried."

From the Proceedings of the Thirteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 460:

"COMMITTEE ON GENERAL SECRETARY'S REPORT." 6602

"No. 5, which reads as follows:

All lawsuits, except in death and disability claims, should be handled by the General President in conjunction with the General Executive Board.

On this your committee concurs as it reads, and believes it should be adopted."

* * * * *

(Page 462.)

"Moved and seconded that the report be concurred in.

Carried. 6603

No. 2, which reads as follows:

Devise ways and means at this Convention for the formation of an emergency fund, for the protection and defense of our members, Local Unions and District Councils when dragged into court, or when enjoined and prohibited from performing their duties as members of organized labor. Injunction cases should be carried to the highest courts in the land, as personal liberty must be protected at all costs.

Frank Duffy, for Complainants—Cross.

This recommendation we consider one of the most important of the several from the fact that many locals have been enjoined and prosecuted by local and State authorities and consequently prevented from exercising their American rights as American citizens. Our opponents declare that they have a right to hire whom they please, conduct their business as they please, even to the extent to proselyting our membership, to all of which we concede, but demand that inasmuch as the above is conceded as lawful on their part, that we also have the right to work with whom we please, and how we please, and where we please, so long as we do not violate our local, State or federal laws. Your committee believes that no large piece of machinery like the United Brotherhood of Carpenters and Joiners of America, composed of over 200,000 men, divided up into nearly 1,800 locals, each one being a separate and necessary part, consequently must be protected and defended. Therefore we recommend such action by this Convention which will empower the General Officers to take charge of all such cases and carry them to the highest courts in conjunction with the local that may be involved; providing that immediate notice and copy of complaint has been sent to the General Secretary and said local follows the directions that the General Office may give.

Carried."

From the Proceedings of the Thirteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1906. Page 476:

 6607

"The Committee on Organization submitted the following report:

To the President and Delegates to the Fourteenth Convention—Greeting:

Whereas, The conditions existing in the mills of the large cities of the country are seriously handicapped by the unorganized conditions of mills scattered throughout the country, and

Whereas, These unfair mills are continually flooding the larger cities that are organized with unfair trim, and 6608

Whereas, As soon as the officers of the District Council and union attempted to stop the use of this material they are enjoined by the courts, and unless these conditions are changed it will eventually drive the fair mills back to the condition of the unorganized, as they cannot run their mills eight hours per day and pay living wages in competition with these unfair firms; therefore, be it

Resolved, That this Convention establish means by which these conditions can be changed and protection given to organized mills, and that the General President be authorized to instruct the organizers to devote more time to this matter and to keep a list of all unfair mills for the benefit of the locals and D. C.'s in their districts, and further, 6609

Resolved, That the General President be empowered to order sympathetic strikes in all trim being used in any part of the country made by an unfair firm against whom an effort is being made by any local or C. D. C.

Respectfully submitted.

6610 Frank Duffy, for Complainants—Cross

On the recommendation to have the organizer devote more time to the trim question and to keep a list of unfair shops, your committee recommends its adoption.

The latter part has already been covered by action taken by this Convention and your committee disapproves.

H. C. FULLER, Chairman,
A. M. WATSON, Secretary,
P. F. McDONALD,
JAS. HOPKINS,
6611 R. SOUTHWELL,
Committee.

The standing motion to concur in the report of the committee was carried."

Extracts from the Proceedings of the Fifteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, held in 1908, produced by the witness, copied and compared and hereto attached under the stipulation entered into by Counsel at page , said extracts being identified by the signature of the witness and the signature of the notary.

From the Proceedings of the Fifteenth Bien-
6612 nial Convention of the United Brotherhood of Carpenters and Joiners of America, 1908, page 6:

"In accordance with Section 17 of the General Constitution the undersigned officers, acting as the Committee on Credentials, beg leave to report the following delegates present and entitled to seats and votes inth is Convention:

Alabama—

75 Birmingham, Jas. P. Ogletree.
1510 Birmingham, B. A. Powers.

Frank Duffy, for Complainants—Cross. 6613

296 Ensley, R. E. L. Connolly

California—

1158 Berkeley, John W. Striker, Harry J. Banker.

701 Fresno, J. M. Dougan.

158 Los Angeles, W. A. Sexton.

426 Los Angeles, James A. Gray.

36 Oakland, C. E. Maker, J. W. Bibby.

550 Oakland, C. E. Crawford, Edward McGuire.

1667 Oakland, C. C. Myers.

668 Palo Alto, C. B. Stinson. 6614

1343 Redlands, B. G. Burdick, representing 1343, 235, 944, 1949.

586 Sacramento, E. J. Heffner, L. W. Smith.

810 San Diego, G. W. Miner.

22 San Francisco, John Clark, P. H. McCarthy, A. Morrison, Theo. Wicks.

304 San Francisco, Henry Behnke.

422 San Francisco, John Reinhard, Henry Sattler.

423 San Francisco, Chas. Helbing, Jr., F. M. Pendergast.

483 San Francisco, W. R. Gibson, J. T. Greenwood, E. McNiel, O. M. V. Roberts. 6615

1082 San Francisco, A. Calderwood, F. E. Maxwell.

1640 San Francisco, Geo. H. Clarke W. A. Cole.

262 San Jose, Thomas Graham, R. J. Kelley.

316 San Jose, Ed. Crew, J. W. Gano.

162 San Mateo, S. J. Fisher.

266 Stockton, M. G. Barnhard, C. J. Powell.

829 Santa Cruz, J. H. McMurphy

6616 Frank Duffy, for Complainants—Cross.

Canada—
1779 Calgary, Alta., J. A. Kinney, also representing No. 1681.
1325 Edmonton, Alta., P. C. Foley.
134 Montreal, Que., Jos. Ainey.
27 Toronto, Ont., John Tweed.
Colorado—
264 Boulder, Chas. F. Carter.
515 Colorado Springs, W. C. Daily, R. C. Wright.
55 Denver, W. H. Hayden, J. M. McLane, W.
6617 H. Marker, Wm. Stocker.
1874 Denver, Alex. Stocker, J. T. Clapp.
1340 Ft. Collins, G. S. Pintler.
244 Grand Junction, H. B. Potorf.
1637 La Junta, W. W. Vandiver.
1796 Las Animas, T. W. Worthington.
362 Pueblo, N. P. Bishoff, O. L. Bradford.
Connecticut—
196 Greenwich, A. C. Smith.
43 Hartford, P. A. Perry, John A. Slattery.
79 New Haven, Frank W. Breckinridge, Dennis F. Early.
210 Stamford, John F. Flynn.
6618 260 Waterbury, Geo. R. Murray.
District of Columbia—
132 Washington, Jos. Reilly, also representing No. 171; L. W. Lloyd, C. H. Adams, E. B. Burns, also representing No. 1665.
Florida—
627 Jacksonville, Wm. J. Wilson.
696 Tampa, J. T. Blackman, G. A. Goode.
Georgia—
329 Atlanta, J. A. Garner.
1750 Savannah, J. H. Papot.

Frank Duffy, for Complainants—Cross. 6619

Idaho—
635 Boise, A. Harris Higgins.
1258 Pocatello, J. L. Corbridge.
Illinois—
377 Alton, Roland Adams.
916 Aurora, Carl Young, George W. Green.
1 Chicago, John H. Robinson, T. Cruise, Henry Pohlman, James McKinnon.
13 Chicago, Thomas F. Flynn, Thoe. J. Lelivelt.
54 Chicago, Anton Cervenka.
58 Chicago, George Lakey, Harry Himmen, 6620
A. Drach, Sam Johnson.
62 Chicago, Oliver Johnson, M. B. Philp, Olof Swanson, Andrew Severene.
80 Chicago, Sam Gaylard.
141 Chicago, Fred W. Brown.
181 Chicago, Jens Jensen, Thos. F. Church, K. G. Torkelson, Philip Pfleger.
199 Chicago, James Kirby.
434 Kensington, Charles Dexter, Frank Swalley.
1367 Chicago, Fred Bush.
1784 Chicago, Wm. H. Langenfeldt.
1786 Chicago, Joseph Plachetka. 6621
241 Moline, J. H. Wood, P. J. Carlson, representing 241 and 1887.
644 Pekin, D. J. Farley.
183 Peoria, George Reichelderfer, W. W. Reynolds.
16 Springfield, John W. Dixon, J. E. McClanahan.
Indiana—
431 Brazil, H. E. Hayes.
281 Indianapolis, W. D. Huber.

6622 Frank Duffy, for Complainants—Cross.

1003 Indianapolis, Frank Duffy.
592 Muncie, H. R. Kline.
935 Princeton, R. S. Hornbrook.

Iowa—

308 Cedar Rapids, E. E. Currier, A. J. Cronkhite.
1664 Davenport, Henry Fluegel.
106 Des Moines, J. C. Walker.

Kansas—

1022 Parsons, George G. Lynd.
1554 Topeka, G. M. Williams.

6623 Kentucky—

103 Louisville, H. S. Hoffman, representing L. U. 103, 214 and 1369.

Louisiana—

76 New Orleans, Charles W. Paine.

Maryland—

29 Baltimore, Geo. G. Griffin.

Massachusetts—

33 Boston, Dan H. Deegon.
624 Brockton, Walter Pratt.
438 Brookline, Arthur M. Watson.
370 Lenox, Alfred Nettleton, representing Unions 370, 979, 1427, 1045, 395, 193.

6624 979 Williamstown, Warren Barber, representing Union 370, 979, 1427, 1045, 395, 193.

444 Pittsfield, Geo. W. Powlis.
888 Salem, E. A. Southard, representing 878, 950, 924, 962.

Michigan—

116 Bay City, J. A. Roth.

Minnesota—

361 Duluth, Peter Marandaw, W. K. Fowler.
7 Minneapolis, John Walquist, Phil Carlin, J. P. O'Riley, M. Wefald.

Frank Duffy, for Complainants—Cross. 6625

87 St. Paul, T. J. Cavanaugh, James Welch, J. J. McHugh.

Missouri—

1391 Kansas City, M. C. Hughes.
1635 Kansas City, Wm. D. Michler.
110 St. Joseph, F. A. Jonson.
47 St. Louis, R. Fuelle, Paul Wilms.
578 St. Louis, J. A. Hagerty.

Montana—

88 Anaconda, A. G. McLean.
112 Butte, John Miller.
226 Great Falls, A. E. Caufield, John A. Woodahl. 6626
153 Helena, Geo. C. Firestone.

Nebraska—

127 Omaha, T. Z. Merritt.

Nevada—

1326 Ely, Geo. B. Hughes, Hugh McGregor.

New Jersey—

20 Camden, Chas. W. Blank.
167 Elizabeth, J. T. Cosgrove.
391 Hoboken, J. A. Gallagher.
429 Montclair, S. Botterill.
306 Newark, M. M. LaVeigen, John A. Keller.
490 Passaic, John Van Weel, John Helligers. 6627
665 Perth Amboy, A. A. Quinn, Owen Owens.

New Mexico—

511 Roswell, W. Q. Faweett.

New York—

9 Buffalo, Wm. B. MacFarlane, also representing L. U. 171; Geo. H. Waldow.
353 Buffalo, John Bieger.
440 Buffalo, Jas. E. Hopkins.
51 New York, W. P. Byrne.
109 New York, Thos. Glennon.

6623 Frank Duffy, for Complainants—Cross

247 New York, Thos. W. Bunting, Oliver T. Collins.
309 New York, Benj. Fried, Ludwig Sohr.
387 New York, J. T. Breslin.
457 New York, John Sohlberg.
471 New York, Frank Peer, Max Braunmuller.
476 New York, Geo. J. Bohnen.
478 New York, Chas. Ludlum, Jr.
715 New York, Jas. D. Smith.
613 New York, James Hammond.
774 New York, D. F. Featherston.
6629 1747 New York, William Corby.
72 Rochester, M. J. O'Brien, E. J. Margeson.
1015 Saratoga Springs, L. S. Fordham.
26 Syracuse, Harvey Woodard, Jas. A. Horton.
78 Troy, T. M. Guerin.

North Carolina—
384 Asheville, L. L. Merchant.

Ohio—
2 Cincinnati, T. S. Jones, W. E. Brown.
327 Cincinnati, Harry Cook.
628 Cincinnati, H. R. Williamson.
667 Cincinnati, John H. Potts, James Frazier.
6630 692 Cincinnati, Wm. R. Stineman.
61 Columbus, Dan Hammel, Geo. H. Woodward.
494 Columbus, W. B. Smart.
660 Springfield, Geo. Allison.

Oklahoma—
653 Chickasha, C. H. Heckman.
943 Tulsa, G. J. Meacham, O. E. Morey.

Oregon—
50 Portland, C. Bomberger.

Frank Duffy, for Complainants—Cross. 6631

Pennsylvania—

129 Hazelton, Wm. Beishline.
206 New Castle, W. S. Sedwick, Charles Dorr.
8 Philadelphia, Wesley C. Hall, J. McLaughlin, M. J. McDermott.
15 Philadelphia, John J. Clark, M. D. High.
359 Philadelphia, Harry Reigner.
736 Philadelphia, James A. Ryan.
164 Pittsburg, Wm. J. Kelly.
165 Pittsburg, John Dorr, J. H. Steffler.
211 Allegheny, A. M. Swartz, M. M. Mills, Wm. Heckert. 6632
230 Pittsburg, T. J. McKenna.
571 Carnegie, M. H. Conrad.
288 Homestead, W. H. Shaffer.
145 Sayre, F. M. Van Riper.
563 Scranton, P. J. Conlon.
514 Wilkesbarre, Daniel A. Post.

Tennessee—

759 Chattanooga, E. J. Henderson.
259 Jackson, J. E. Blackmon.
350 Nashville, J. L. Bradford.

Texas—

1931 Childress, W. W. Finch. 6633
198 Dallas, M. C. Tebo, Jas. Cannon, A. L. Powers.
339 Ft. Worth, Frank Frush, J. K. Willson.
130 Teague, J. W. Kennedy.

Utah—

1370 Bingham Canyon, G. W. Rowland.
184 Salt Lake City, R. E. Currie, John N. Spalding.
725 Salt Lake City, F. Christensen.
658 Eureka, J. J. Mathews.

6634 Frank Duffy, for Complainants—Cross.

Virginia—
331 Norfolk, H. S. Scott, R. Cachlin.
Washington—
98 Spokane, Leonard Funk, J, Crosby, Hy. Windebank.
470 Tacoma, J. W. Schrader, W. A. Rowe.
1214 Walla Walla, M. E. Cutting.
West Virginia—
1207 Charleston, John Gilmore, W. S. Garcelon.
Wisconsin—
188 Milwaukee, Chas. Felch.
6635 522 Milwaukee, H. C. Wilde.
1053 Milwaukee, Julius Scharnek.
1519 Milwaukee, Adolph Hinkforth.
1748 Milwaukee, Wm. Griebling.
755 Superior, John H. Hatch.
1228 Superior, N. G. Penfound.

It was regularly moved, seconded and carried that the report of the Committee on Credentials be concurred in."

6636 From the Proceedings of the Fifteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1908. Pages 18 to 20:

"REPORT OF THE GENERAL PRESIDENT."

"To the Officers and Delegates of the Fifteenth Biennial Convention, United Brotherhood of Carpenters and Joiners of America—Greeting:

* * * * * * *

 6637

"ORGANIZING AND ORGANIZING WORK."

"During the past two years greater demands than ever before have been made upon me for organizers. I have tried, to the best of my ability, to meet the requests made by the Locals and District Councils as far as I could possibly could, not always being able to get a man into the locality when just desired. Realizing, as I do, the great expense attached to this most necessary branch of our Brotherhood, I have tried to be as economical as possible, and at the same time bring results to the organization. 6638

Some little criticism over such expenses has been indulged in, even in localities where the organizers have spent a considerable portion of their time. No organizer can accomplish much in any direction, whether he be trying to build up the organization, or settle disputes, without the assistance of the rank and file.

I have nothing but praise for the present staff of organizers in our employ. They have done their very best under the conditions they have had to meet, and I desire to say in this report that they have put forth every effort in building up and maintaining our present standing. 6639

I keep a book at the General Office, showing requests for organizers, and I herewith append the same, showing the number asked for each month during the two years.

You will note that January, February, March and April are when the heaviest demands are made, and this is accounted for by the fact that during that period agreements are to be made, strikes settled, disputes adjusted and numerous

6640 Frank Duffy, for Complainants—Cross.

other matters to be discussed and passed on by the membership.

I also received many requests for my personal services and to visit different localities, and it has been my aim to so do when time could be spared from the General Office. Many localities were visited and I trust I have done some good work in the interest of the United Brotherhood while on the road."

From same report, page 25:

6641 "982 of these mills and shops employ United Brotherhood men, exclusively."

From same report, page 35. In a schedule:

"New York City, Mills, 230
Mills employing U. B. Men exclusively, 189"

From same report, page 41:

"LAW SUITS, TORTS, INJUNCTIONS, CRIMINAL CONSPIRACIES, ETC."

* * * * * * *

6642 Page 42:

"People of the State of New York *vs.* Guerin, *et al.* } Attorney, Forsyth.

This was an indictment for 'criminal conspiracy' against Brothers Guerin, MacFarlane, O'Brien et al. It was instituted by the State through the Monroe County Court and Grand

Jury on information furnished by non-union contractors, claiming that the defendants were conspiring to force them to employ union men.

In the first case there was a mis-trial, the jury standing six for conviction and six for acquittal. Before the second case had reached the stage where a jury was needed, and on a proper showing of our attorney, the district attorney moved to quash the indictment, which motion was sustained by the judge.

This case was partially complete before I had charge of such matters, but our records show 6644
that part of the costs were paid after I took hold.

The costs amounting to $1,508.55."

From the same report, page 44:

"S. G. Purvis and Company
vs.
Local Union No. 500,
Butler, Pa.

Attorney,
M'Quiston.

This was a suit instituted back in 1904, before I had charge of such matters. Our members were temporarily restrained in the court from interfering with the business of Purvis & Co., and later 6645
on the injunction was made permanent.

This was one of the costliest suits instituted against the Brotherhood, and it seems that every expense possible was tacked on to it.

The costs amounting in the aggregate to $2,339.89."

6626 Frank Duffy, for Complainants—Cross.

From the same report, page 49:

"Huttig Sash & Door Co.
vs.
R. Fuelle et al.,
St. Louis, Mo.
Attorney,
Fauntleroy.

This was a case filed in 1904, by the above company against Fuelle et al., asking for a restraining order. After the case had lain dormant for a year and a half the Huttig Company filed a supplemental bill, bringing in Brother Bohnen, several other members and the carpenters' organization of St. Louis.

6647

This was the last we heard officially of the case."

From the same report, page 50:

"Robert Casson *et al.*,
vs.
Local Union No. 1824,
M'Intosh, Watson, Cameron
Boston, Mass.
Attorney,
Donaghue.

This was an injunction issuing from the Superior Court of Suffolk County against the Local and members mentioned in the above caption.

6648

The injunction restrained the respondents from obstructing, interfering, annoying, coercing or threatening the workmen of the complainants, or in any way interfering with their business.

Later on an ancillary proceeding, in the nature of attachment for contempt of the injunctional order was filed against Brothers Cameron, MacIntosh, Potts and Watson. Potts proved that he had no knowledge of the order and consequently

 6649

was not liable. They had to use Watson as a witness and consequently withdrew their charge against him.

Brothers MacIntosh and Cameron were each fined $20 for contempt, the court finding that they did interfere by threatening Andrews and Godfrey, two non-unionists who were working for the company.

We appealed from that decision to the Supreme Court of Massachusetts and on final hearing the decision of the lower court was reversed, Judge Loring holding that the special findings of the 6650
judge was not warranted by the evidence, and ordered that the fines of MacIntosh and Cameron be returned to them.

The Court also held that the parties were improperly joined and recommended that the title of the case be changed accordingly.

There were no direct costs in this case, but in July, 1903, the G. E. B. donated $1,120 to help defend this suit, as well as others, and costs were paid out of this amount."

From same report, page 54:

"Fox Bros. Mfg. Company } Attorneys, 6651
vs. } Barclay,
James A. Shine *et al.*, } Shields and
St. Louis, Mo. } Fauntleroy.

This was a case of the above company securing an interlocutory order of injunction in the United States Circuit Court for the Eastern District of Missouri against all our members in St. Louis; the D. C., as well as all other members, being enjoined. We then appealed the case to

6652 Frank Duffy, for Complainants—Cross.

the United States Circuit Court of Appeals.

Originally this company was a St. Louis firm, but proceeded to New Jersey and incorporated there, so there would be a diversity of citizenship, and hence they would have some standing in the United States Courts. They did this, as they said, to get rid of local prejudice.

The case hung fire for several months, and was finally affirmed by the United States Court of Appeals, that tribunal saying in part: 'We are of the opinion that the combined and concerted
6653 action of the defendant and the character of the active measures taken against the complainants, its products and its customers, including the enforced signing of contracts by such customers, thereby putting an end to any future business relations with the complainants, and the notices and warnings to those who might become customers make it a case indistinguishable from that of *Hopkins* v. *Oxley Stave Company*, 28 C. C. A., 99; 83 Fed. Rep., 912.'

Or, in other words, that is was a case where injunctive relief should be granted restraining the respondents from doing such acts.

6654 Or, in other words, that it was a case where injunctive relief should be granted restraining the respondents from doing such acts.

On receipt of the decision we filed a motion for a rehearing on the grounds that the court had inadvertently overlooked several points we presented, and which were brought up in the 'record.' This was refused and we then asked for a 'writ of certiorari' to the Supreme Court which called for the entire proceedings to be sent up to the United States Supreme Court.

Frank Duffy, for Complainants—Cross 6655

The Court denied our writ and the case will be taken up on straight appeal to that tribunal.

The costs so far in this case have been $3,944.62."

From the Proceedings of the Fifteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1908. Page 71:

"REPORT OF THE GENERAL SECRETARY TO THE OFFICERS AND DELEGATES OF THE FIFTEENTH ANNUAL CONVENTION. 6656

"At the Milwaukee Convention in 1904 we recommended the formation of an emergency fund for the support and protection of our members in strikes and lockouts, and to resist the 'open shop' policy, said fund to be derived from an assessment on all Local Unions of 50 cents per member per year, payable in two installments of 25 cents each, in June and December, and again at the Niagara Falls Convention in 1906 we requested that the Convention devise ways and 6657
means for the formation of an emergency fund for the protection and defense of our members, Local Unions and District Councils when dragged into court or when enjoined or prohibited from performing their duties as members of organized labor, but no definite action was taken for the formation of such a fund. We are therefore left to pay all the expense from the General Office on the monthly tax of 25 cents per member."

6658 Frank Duffy, for Complainants—Cross.

From the Proceedings of the Fifteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1908. Page 165:

"GENERAL EXECUTIVE BOARD.

"The General Executive Board met in regular quarterly sessions at the General Office, as specified in our General Constitution, and transacted the business referred to it, passed on all appeals and grievances, decided points of law, approved
6659 trade movements, endorsed the stand our union had taken against the 'open shop,' supported men on strike, adjusted controversies and disputes and satisfactorily settled some of the most knotty and difficult problems that we had to contend with. Besides that, our financial affairs were closely scrutinized and carefully examined by the Board. We were assisted and encouraged in the fulfillment of our duties by the kindly expressions of good will and advice we received from time to time from each and every member of the Board. We have much to be thankful to that body for."

6660 Extracts from the Proceedings of the Sixteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, held in 1910, produced by the witness, copied and compared and hereto attached under the stipulation entered into by Counsel at page ——, said extracts being identified by the signature of the witness and the signature of the notary.

From the Proceedings of the Sixteenth Bien-

nial Convention of the United Brotherhood of Carpenters and Joiners of America, 1910, page 561:

"Resolution No. 70."

Sixteenth General Convention United Brotherhood of Carpenters and Joiners of America.

Whereas, About 2,500 new members have been added to our organization through a movement inaugurated against the Amalgamated Woodworkers and against unfair trim in New York City, and

Whereas, There are still some large unfair mills located in Brooklyn, New York, be it

Resolved, That the general office be authorized to finance and carry on a campaign of organization until the efforts are crowned with success.

Yours fraternally,

DANIEL P. O'CONNELL, No. 138.
THOS. HICKEY, No. 359.
FRED J. BUSH, No. 1922.
W. CALNAN, No. 1347.
LOUIS CASTELLO, No. 247.
CARL YOUNG, No. 916.
PETER W. KRAPP, No. 824.
GRANT ESTABROOK, No 965.
HENRY HALE, No. 214.
BENJ. FRIED, No. 309.
A. JOHANNSON, No. 884.
PHIL HYLE, No. 1365.
GEO. J. BOHNEN, No. 476.
JOHN WOLFINGER, Nos. 126, 1008.

6664 Frank Duffy, for Complainants—Cross

THOS. W. BUNTING.
F. E. MACKIE, No. 624.
J. T. BRESLIN, No. 387.
EDWARD HALLER, No. 464.
FR. KURTZER, No. 1784.
C. LAMPUS, No. 493.
F. GLEW, No. 478.
L. G. HEINLY, No. 492.
GEO. S. ROBERTS, No. 492.
REUBEN SMINK, No. 492.
EDW. LA FOREST, No. 387.
6665 M. J. McGRATH, No. 1425.
TH. H. YOUNG, No. 1747.
J. H. PAPOT, No. 256.
ADAM MESSEMER, No. 422
DAN H. DEEGON, No. 33.
GEO. W. DOUGLAS, No. 586.
LOUIS CASTELLO, No. 247.

The committee recommends that this matter be referred to the General Executive Board.

The motion to concur in the report of the committee was carried."

6666 From the Proceedings of the Sixteenth Biennial Convention of the United Brotherhood of Carpenters and Joiners of America, 1910, page 562:

"RESOLUTION 71.

Whereas, The responsibility of organizing and bringing about better conditions for the mill men is becoming greater on our United Brotherhood now that we have practical control in every organized city, and

Frank Duffy, for Complainants—Cross 6667

Whereas, It is our judgment that all members of the Brotherhood should put forth every effort to handle only such mill work as bears our label, therefore be it

Resolved, That this convention recommend to all district councils and local unions wherever new agreements are entered into with employers that nothing derogatory to fair mill work be permitted in such agreements, and be it further

Resolved, That this convention commend the San Francisco plan of dealing with the mills 6668
wherever practical in all localities.

Yours fraternally,
DANIEL P. O'CONNELL, No. 138.
THOS. HICKEY, No. 359.
FRED J. BUSH, No. 1922.
W. CALNAN, No. 1347.
LOUIS CASTELLO, No. 247.
CARL YOUNG, No. 916.
PETER W. KRAPP, No. 824.
GRANT EASTERBROOK, No. 965.
HENRY HALE, No. 214.
E. ROSENDAHL, No. 262, 6669
San Jose, Cal.
BENJ. FRIED, No. 309.
New York.
A. JOHANNSON, No. 884,
Los Angeles, Cal.
PHIL HYLE, No. 1365.
JOHN WOLFINGER, Nos. 126, 1008,
Brooklyn, N. Y.
GEO. J. BOHNEN, No. 476.
THOS. W. BUNTING, No. 247.
F. E. MACKIE, No. 624.

6670 Frank Duffy, for Complainants—Cross.

J. T. BRESLIN, No. 387.
EDWARD HALLER, No. 464.
GUST. HOERICH, No. 1784.
FR. KURTZER, No. 1784.
G. LAMPUS, No. 493.
F. GLEW, No. 148.
L. G. HEINLY, No. 492.
GEO. S. ROBERTS, No. 492.
REUBEN SMINK, No. 492.
EDW. LA FOREST, No. 387.
MORTIMER J. McGRATH, No. 1425.
6671 J. H. PAPOT, No. 256.
ADAM MESSEMER, No. 422.
GEO. W. DOUGLAS, No. 586.

We, your committee, concur in Resolution No. 71.

It was regularly moved, seconded and carried that the report of the committee be concurred in."

Mr. Maloney: Now, we move to strike out the evidence, as incompetent, irrelevant and immaterial.

AND FURTHER DEPONENT SAITH NOT.

6672

CIRCUIT COURT OF THE UNITED STATES,
SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, Limited, *et als.*,

Complainants,

against

ELBRIDGE H. NEAL, etc., *et als.*,

Defendants.

I, the above named William S. Garber, do hereby certify that pursuant to the annexed stipula-

tion and the annexed notice issued and served in the above-entitled case, wherein Paine Lumber Company, Limited, *et als.*, are complainants, and Elbridge H. Neal, *et als.*, defendants, that I was attended at Room No. 821 in the Lemcke Building, in the City of Indianapolis, County of Marion, and State of Indiana, by Walter [illegible]rdon Merritt, of counsel for the said complainants, and by Charles Maitland Beattie and William P. Maloney, of counsel for defendants, Elbridge H. Neal and others, for whom they have heretofore appeared in this action, as appears on file, on the 6674
28th day of December, 1911, and that the aforementioned witnesses, William D. Huber and Frank Duffy, who were of sane mind and age, were by me first carefully examined and cautioned and duly sworn to testify the truth, the whole truth and nothing but the truth, and they thereupon testified as is above shown and at the time and place aforesaid, and that the depositions by them subscribed as above set forth, were taken down by me as a competent stenographer in shorthand, in the presence of the respective witnesses as they testified and from their statements, and that their depositions were subsequently sub- 6675
scribed and sworn to by each of the said witnesses in my presence.

I further certify that the reason for taking said depositions was and is, and the fact was and is, that each of the deponents lives and resides in the State of Indiana, more than one hundred miles from the place where the said suit is appointed by law to be tried, and that I am neither of counsel or attorney or kin to any of the parties in this said suit nor interested in the event of said cause.

6676 Frank Duffy, for Complainants—Cross.

and that it being impracticable for me to deliver said depositions and the exhibits thereto attached with my own hand unto the Court for which they were taken, I have retained the same for the purpose of being sealed up and directed with my hand and speedily and safely transmitted to the said Court for which they were taken, to remain under my seal until then opened.

I further certify that the fee for taking said depositions is $....., and has been paid to me by the complainants, and the same is just
6677 and reasonable.

As WITNESS my hand and seal this ..... day of January, A. D. 1912.

.....,

Notary Public in and for the State of Indiana and County of Marion.

My commission expires March 26th, 1914.

6678

Vol. IV

TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

OCTOBER TERM, [redacted] 1913

No. [redacted] 24

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, ET AL., APPELLANTS,

vs.

ELBRIDGE H. NEAL, INDIVIDUALLY AND AS SECRETARY AND TREASURER OF THE JOINT DISTRICT COUNCIL OF NEW YORK AND VICINITY OF THE UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA AND AMALGAMATED SOCIETY OF CARPENTERS AND JOINERS OF AMERICA, ET AL.

APPEAL FROM UNITED STATES CIRCUIT COURT OF APPEALS FOR THE SECOND CIRCUIT.

FILED MAY 14, 1914.

(24,216)

PAINE vs. NEAL. 6679

Hearing resumed at the office of Charles Maitland Beattie, Esq., 116 Nassau Street, New York City.

Monday, June 24, 1912, 2 P. M.

Present:

COMMISSIONER SHIELDS.

CHARLES MAITLAND BEATTIE and WILLIAM P. MALONEY for Defendants Neal and other union defendants.

CHARLES J. HARDY, Esq., by Mr. WHITAKER for Defendant James Elgar Inc.

6680

EIDLITZ & HULSE, as attorneys for Defendant Hugh Getty and other defendant members of the Master Carpenters' Association who have been served in this case, excepting those appearing by Messrs. Phillips & Avery and Charles J. Hardy, and also William Butler as attorney for Defendant Murray & Hill Company and other defendant members of the Manufacturers Woodworkers Association.

WALTER GORDON MERRITT for Complainants.

6681

WILLIAM SIMPSON, a witness called by the attorneys for defendants Neal and other union defendants, being duly sworn, testified as follows:

Direct examination by Mr. Beattie—

Q1. You are an organizer of the United Brotherhood of Carpenters, Mr. Simpson? A. Yes, sir.

6682 Q2. And you have been organizer how long? A. About a year and a half.

Q3. And you were appointed by the president? A. By William D. Huber, President of the Brotherhood of Carpenters.

Q4. And your work lies in the neighborhood of Greater New York? A. Wherever I am sent out; I am now in Queens; wherever I am sent.

Q5. Now how do you work? Do you work under any instructions from the general office, or the localities where you may be sent? A. Always under the local conditions. If we are sent anywhere, we go in and the committees or locals of the dis-
6683 trict tell us what they want. We work under their jurisdiction.

Q6. And that is what you have been doing? A. Always.

Q7. Mr. Hagemeyer has testified on page 201 of the minutes as follows: Mr. Storey told me that if I delivered this material upon the job that he would shut down the entire Groll job and Mr. Simpson coincided with him and told me practically the same thing—do you remember having a conversation with this Mr. Hagemeyer?

Mr. Merritt: I object to this way of exam-
6684 ining the witness and first reading to him the testimony of some other person. You should exhaust first the witness's own recollection as to what took place.

A. I remember meeting him.

Q8. Did you have a conversation with Mr. Hagemeyer? That is, in connection with this 53rd Street job. A. I met Mr. Hagemeyer there.

Q9. And was Mr. Storey present? A. Yes.

Q10. Did you hear Mr. Storey or did you say any of the words that I have just read to you? 6685

Mr. Merritt: I renew my objection.

A. Neither one of us ever said anything of that description.

Mr. Merritt: I ask that the answer be stricken out.

Q11. You heard all that Mr. Storey said to him? A. Yes.

Q12. And Mr. Storey did not say that he would shut down the entire Groll shop? A. No such 6686 thing was said.

Q13. Do you know whether Mr. Storey did, or had anything to do with that job? A. I don't know of Mr. Storey having anything to do with taking any of the men off the job or anything of that kind.

Q14. Did you have any conversation with Mr. Groll as to where the trim for that job had come from? A. Yes.

Q15. What did Mr. Groll say? A. I asked Mr. Groll where it came from and he told me that it came from Harper Brothers of Meadville, Pennsylvania. 6687

Q16. Is that a union mill? A. It is a union mill under the conditions of that town.

Q17. What did you do about it? A. I visited the Meadville shop and found out that it did not come from there. I went there. Mr. Harper told me that they had never shipped any stuff to New York City in the last three or four months, had no orders coming in.

6688 Q18. That is Meadville, Pennsylvania? A. Meadville, Pennsylvania.

Q19. And this Mr. Groll is Peter J. Groll of the Groll Construction Company that you had the conversation with? A. Yes, that's him.

Q20. When you went down to Meadville and found out that Mr. Groll had mis-stated this matter, what did you do? A. I came back and saw Mr. Groll and told him that he had not told me truth. Then he tried to show me a lot of invoices and things where he had got them from that firm, which afterwards proved to be false. He admitted himself that they were false paper that he
6689 was trying to work in to convince me that it was union material.

Q21. Did you say anything to him about a bill of lading? A. That is what he showed, he showed the bill of lading.

Q22. And did you notice how they were dated? A. I did at that time but I don't remember the dates now.

Q23. Were they dated for immediate delivery? A. They were dated, I believe, more than six
6690 months back, before that time, quite a ways off. They did not cover the proposition at all. He admitted afterwards himself that they did not.

Q24. Did he tell you why he had made this misrepresentation? A. He wanted to fix it up for a monetary consideration; he said that if we would shut our eyes to it that these people would be willing to pay $250.

Q25. That is, if you would shut your eyes to the fact that this was non-union trim? A. The fact that it did not come from Harper Brothers. I did

not know where the stuff came from and don't know to this day. 6691

Q26. But you had reason to assume that it was non-union? A. We knew it was, because it was not coming from where he told us. If it came from a union shop he would tell us and we would try to verify it.

Q27. When he offered this $250, who was present? A. Myself and Storey and Blumenberg, and I believe Kelso was there.

Q28. That is, business agent Storey? A. Yes.

Q29. He has since died? A. He's dead, yes.

Q30. And the other two gentlemen Blumenberg and Kelso, are now business agents? A. Blumenberg is not one, he was formerly, but he is not now. 6692

Q31. Kelso is now? A. Kelso is a business agent now.

Q32. What did you gentlemen say to him? A. I told him that money could not cover the job, inasmuch as we were playing on the level we did not want any crooked work in the matter, we were not being bribed for anything; he has known me personally for the last seven or eight years, particular friends; he thought he could work upon friendship to do that.

Q33. Do you know Mr. Van Marter of the Hubbell Door Company? A. I have met him. 6693

Q34. How often have you met him? A. Two or three times.

Q35. He was supplying millwork for quite a number of these proceedings, as the Happel and the Hagemeyer jobs? A. The Happel job.

Q36. Is that the only one you had to do with? A. The only one I had anything to do with.

Q37. That is 169th Street? A. 169 Street.

6694 Q38. You met him on the Happel job? A. I met him on the Happel job, when I went there to see Mr. Happel.

Q39. And on his offer you went through the mill, did you not, where the Hubbell Brothers make their stuff at New Rochelle? A. Yes. He wanted me to come up there and he would prove to me that it was union material.

Q40. Where is that Hubbell mill? A. Up in New Rochelle.

Q41. What did you do? A. I visited the factory and he showed me that there were some men working there that were union and some non-union
6695 men there, too. It was virtually what you might call an open shop in a sense, but the New Rochelle business agent said they recognized it there as a union shop, but they were not complying with the conditions of the New York end.

Q42. Did you have any conversation there about the trim and doors that he was supplying to this Happel job? A. Nothing with him the first time I went there.

Q43. Did you look through? A. I did the second time. The first time I met this man up there at the shop he took me out and showed me some stuff marked with Happel's name and he said it
6696 was made in the shop and going to Happel's job, and he told me the whole thing was made in the shop. I had no other way to prove it was not because the stuff was there, that was what I saw, and he agreed with that, at least, I agreed with him that if it was made in the shop we would not consider it union until he complied with the conditions.

Q44. Was anything said about doors? A. Noth-

ing whatever about the doors at that time. I 6697
looked over the shop—yes, I did, I asked if he was making the doors; he said "No." I said "I don't see that you have room here to make the doors." He said then he was not. I asked him where the doors were coming from and he said they would be union but he never said where he was going to get them, but said they were to be union doors.

Q40a. Did you try on more than that time to find out where the doors were made that were used on the Happel job? A. Not directly. I met him one time and he said he did not know the first time. I asked him if he had found out yet where 6698
he was buying his doors, and he said from a union firm. I said "Tell us the union firm." He said, "I don't know yet" and that was all the answer I could get out of him on the job, that he did not know where he was going to get them. I told him if he was going to get union doors he need have no fear in telling us where they were coming from.

Q41a. When they showed you through the mill and the store house, did you see any doors? A. I did not see any doors there, only non-union trim, such as base and stuff like that.

Q42a. Then if he had 12,000 doors stored there, he did not show you any of them? A. He did not 6699
show me one door.

Q43a. He has testified at page 1520 that you said that you had no objection to the trim. Was that unqualified? A. I think it was made by the union men, and he said it was being made by the union men in his shop.

Q44a. Mr. Van Marter, of the Hubbell Door Company, says in different places in his evidence that he was informed that $400 had been paid for

6700 some purpose to the delegates. Did you hear of any $400 being paid to anybody by Happel? A. No, sir.

Q45. Was any of it offered to you? A. No, sir.

Q46. And of course, you did not get any of it? A. Mr. Van Marter himself insinuated to me that if I would let up on the stuff on his end of it——

Mr. Merritt: Let him state his answer in the exact words, the exact language; don't let him use the word "insinuate."

Mr. Beattie: You had better do it that way.

6701 A. He said this firm was a reliable firm, and that if we would pass the job that they would see that we were not forgotten in the matter.

Q47. Have you been forgotten? A. Well, I have been forgotten in one way and in the other way I have not.

Q48. Mr. Van Marter testifies at page 1626 "Simpson threatened that as soon as they struck the job he would have the men called off." Do you know what that means, in the first place? A. I do not.

Q49. Did you have any men called off or threaten to have any men called off? A. I did

6702 not, inasmuch as I could not call the men off any job. I have not the power to strike any job.

Q50. Who was the business agent in charge of that job that he refers to? A. A fellow by the name of Dalton, Tom Dalton.

Q51. And Mr. Storey was in charge of the Groll job? A. Of the Groll job.

Q52. Mr. Groll testifies at page 1658 that you saw him and said you would be forced to call a

strike if he did not have union trim. Do you re- 6703
call such words? A. I never used them words.

Q53. What words did you use in connection with that matter? A. The only thing I ever said to Groll or any of these men, I said that the men would refuse to work on non-union material.

Q54. Now they speak here in part of Groll's testimony of other trades going out at the time the carpenters struck the Groll job. Do you know anything about the other trades going out? A. I don't know anything about the other trades going out. I heard there was other trades going out, but the reason I don't know. I did not hear the reason. Well, I did hear that there were some 6704
non-union men of some description on there but I don't know anything of it. I have to report to the committee and don't lay my hands on the job.

Q55. You had nothing to do with calling off any of the men? A. No, sir.

Q56. And you had not the power? A. Never spoke to any of the men.

Q57. Nor other trades? A. Nor other trades; never spoke to anybody.

Q58. Did you speak to the carpenters on the Groll job? A. No, sir. Nor on the other job, no, sir, never spoke to any of them; don't know a 6705
man on the job.

Q59. Now Mr. Groll says that Gus Keane as the delegate of the marble workers at the time they struck? A. Yes.

Q60. Do you know where Keane is? A. He was in California the last time I heard from him. He has given up the business and gone to California; he has some kind of a farm there, I don't know what it is.

6706 Q61. Mr. Groll says that the delegate of the steam-fitters on that job that time was Thomas Whelan. Do you know what has become of Mr. Whelan? A. He is paralytic and he is up in Maine on his brother's farm, somewhere up there.

By Mr. Maloney—

Q62. When you had these conversations with Mr. Van Marter or with the Hubbell people about the material that they were going to supply on the Happel job, was that before the men had gone to work on the Happel job? A. Yes. It was be-

6707 fore the trim was delivered.

Q63. So that at that time he had told you that these doors would be union doors? A. Would be all union doors.

Q64. Did you ever have any talk with Van Marter or with Hubbell about an injunction in this case? A. Not directly, not that I know of, remember of. There has been talk of injunction but I have not had any particular talk about the injunction.

Q65. With any of them? A. With any of them. They have always tried to talk about that.

Q66. But you have refused to talk about that?

6708 A. But I have refused to talk about the injunction.

Q67. You were not a business agent at any time during the time referred to? A. No, sir.

Q68. And what are the duties of a general organizer? A. Well, they vary. A general organizer has to try and organize non-union men.

Q69. Make it a union shop? A. And try to get it a union shop.

Q70. And your duties were confined to that? A. 6709
My duties were confined to that.

Q71. You had nothing to do with the calling of strikes? A. Nothing whatever.

Q72. And you never did at any time call a strike? A. Never called a strike in my life.

Q73. Did you at any time talk with any of the other trades for the purpose of inducing them to quit any job where carpenters were employed? A. No, sir.

Q74. Do you remember what the hours were in the Hubbell Hardwood Company's shop at the time you went there? A. As far as I can recollect, 54 hours. 6710

Q75. What were the union hours in New York at that time? A. Forty-eight.

Q76. And was it claimed by your union men that this 54 hours was not in conformity with union conditions? A. That was the claim.

Q77. Did not Mr. Van Marter and Mr. Hubbell both agree that they would unionize their shop? A. Not at the time I was there.

Q78. They said they wanted to do it? A. That was long afterwards. They never agreed that they would do it otherwise I would have taken them up to it. They never agreed to do anything until after all the trouble arose. 6711

Q79. There was some trouble on the Happel job afterwards? A. Yes, sir.

Q80. You had nothing to do with it? A. Nothing whatever to do with it. I was off that job at that time.

Q81. It is a rule of the union carpenters that they will not work upon what they claim is non-

6712 union made material? A. That is the understanding with all of them.

Q82. That is a rule of the union? A. That is a rule of the union.

Q83. And in carrying out that rule or principle you make no discrimination whatever between non-union concerns, you use the same rule against all non-union concerns?

Mr. Merritt: I object, incompetent, irrelevant and immaterial, calling for matters beyond the knowledge of this particular witness, and also calling for a conclusion.

6713

A. No discrimination whatever.

Q84. Did you at any time during any of these transactions which have been referred to in your testimony, have any intention to injure the business of the Paine Lumber Company, Ltd., Gould Manufacturing Company, the R. McMillen Company, Morgan Company, Lothman Cypress Company, Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company? A. No, sir.

Q85. I will ask you if it is not a fact, Mr. Simpson, that you individually, and so far as you know

6714 from your connection with the union carpenters, they have no intention at any time in any of these transactions, to injure any employer? A. They don't intend to injuer any employer. We are trying to benefit the employer.

Q86. Is it not a fact that you and your fellow worker are entirely actuated by a desire to benefit yourselves and benefit the employer.

Mr. Merritt: I object to that as leading.

A. All the way through. 6715

Q87. So far as this particular case is concerned, did you ever hear of these names that I have read to you here until this action was commenced? A. I have heard of one or two.

Q88. Which do you think you may have heard of? A. I have heard of the Paine Lumber Company more than any of them.

Q89. Did you ever hear of any of these other names? A. I have looked them over since the injunctions were out, I know them all; I never heard of any of them but the Paine Lumber Company, and that I heard of through an organization I belonged to nine or ten years ago, when they had 6716 a big strike in Oshkosh, and the organization I represented at that time was in it and that is where I became acquainted with the Paine Lumber Company.

Q90. Is it not a fact that when the men refuse to work in any given case upon what they claim is non-union material, that they do so not with the intention of injuring the manufacturer of the material, but with the intention of bettering their own conditions?

Mr. Merritt: Objected to, incompetent, irrelevant and immaterial, and calling upon this 6717 witness to testify as to the intentions of other parties.

A. That is all.

Q91. And that in any event is always your own intention? A. Always.

6718 *Cross-examination by Mr. Merritt—*

XQ92. You mean, the intention of bettering the conditions of the members of your organization? Is that the sole purpose? A. Benefiting humanity at large.

XQ93. Then it is not limited to benefiting the members of your organization? A. Everybody, I think, benefiting the world.

XQ94. You place no limits upon it? A. No.

XQ95. How long have you been an organizer? A. About a year and a half.

XQ96. From about January, 1911? A. Some-
6719 where around that.

XQ97. What office had you held prior to that time in connection with the Brotherhood? A. Business agent.

XQ98. Where? A. Six months in New York.

XQ99. Six months just preceding that January, 1911? A. Yes.

XQ100. Then you were business agent in New York from July to December in 1910, generally speaking? A. Something like that, special business agent.

XQ101. What is the difference between special business agent and an ordinary business agent?
6720 A. A special business agent has no power to pull strikes or do anything of that kind.

XQ101a. And a business agent has? A. He can do as he pleases, he has full power there as organizer.

XQ102. You are employed by the Brotherhood and not by the District Council in your capacity as organizer? A. Employed by the International.

XQ103. You get your salary from Indianapolis? A. Yes.

XQ104. And your authority from Indianapolis? 6721
A. The authority comes to me from Indianapolis to go into a territory and then I work under the local conditions.

XQ105. But you get your authority from Indianapolis? A. I do not understand.

XQ106. You are employed by Indianapolis? A. Yes.

XQ107. With the understanding that you are to come here and operate according to the directions of the local districts here? A. Certainly.

XQ108. Is that the understanding that Mr. Huber gave to you when you were employed? A. No, no understanding about it particularly, that 6722
is the rule of the organization and I understood the rule.

XQ109. It has been the practice so long that you have both accepted it? A. Become acquainted with it, yes.

XQ110. What are the duties of an organizer? Can you tell me in detail? A. I could not, really, because it is a matter that is born into you and not drummed into you.

XQ111. You attempted to tell your own counsel? A. The organizers' duties, as far as I understood it, is to organize non-union men and to look out for any difficulties in the organization when they 6723
arrive, any kind that happens upon us, to investigate, we investigate matters and report back.

XQ112. Any sort of a duty which may be given you by the local officers or committees? A. Yes.

XQ113. What particular local officer or committee are you responsible to? A. All different committees, whatever they are.

6724 XQ114. What ones? A. Not particularly any ones, any of them.

XQ115. You mean any committee? A. Any committee that has any business to do, if they order me to go out, I go out, get the report and bring it back.

XQ116. No matter what the business is? A. Outside of robbing banks.

XQ117. Any business that has to do—— A. With the organization.

XQ118. You are limited to investigating conditions? A. That is all.

XQ119. Didn't you ever confer with manufac-
6725 turers with a view to having their shop organized? A. You can't investigate unless you confer.

XQ120. Don't you execute agreements? A. If there are any to execute.

XQ121. Haven't you, as a matter of fact? A. I have in the past, yes.

XQ122. That is something more than investigation, isn't it? A. It is in the line of investigation, isn't it?

XQ123. No, it strikes me decidedly beyond it. What agreements did you execute? A. I can't recollect any.

6726 XQ124. Cannot you recall any? A. Not at the present time.

XQ125. Have you been successful in organizing any shops recently? A. Not recently, no.

XQ126. You make no reports to Indianapolis? A. I make a report to get my money, send in my bill.

XQ127. You send a report with the bill? A. Send in my bill, that acts as a report.

XQ128. You don't make any report? A. Not

particularly, simply mention I have been working in such a territory and my bill is so much. 6727

XQ129. You never state what you are doing in any way? A. No, sir, no facts.

XQ130. Mr. Huber or the National officers leave you to do as instructed here without any investigation on their part? A. They get that from the District Councils or wherever they get it from.

XQ131. Give me the names of the various committees at whose call you are in connection with any organization work. A. Must I answer that?

Mr. Maloney: Get at where he is assigned.

XQ132. Who assigns you to a particular district? A. The general president. 6728

XQ133. Would he assign you to New York County, or Kings County, or Queens County, as the case may be? A. Yes.

XQ134. Then the District Council here would not have any power to send you from New York over to Kings? A. Through its Borough Committee.

XQ135. Then the President would not determine whether you work in New York County or Kings County? A. No.

XQ136. Have you operated in New York County at all? A. Yes. 6729

XQ137. At whose instructions were you there? A. The District Council.

XQ138. The entire council? A. The council through its sub-committees.

XQ139. What sub-committees? A. Borough committees.

XQ140. How about the Strike Committee of the Joint District Council? A. Report to them once in a while.

6730 XQ141. You do? A. Yes, I do.

XQ142. And when you say the Borough Committee, you mean the Borough Committee of the Borough of Manhattan? A. Yes.

XQ143. And in New York County you may be called upon to perform duties and make reports for the Borough Committee of the Borough of Manhattan? A. Yes.

XQ144. And in New York County you may be called upon to perform duties and make reports for the Borough Committee of the Borough of Manhattan? A. Yes.

XQ145. Or the Strike Committee of the Joint
6731 District Council? A. Yes.

XQ146. Or the Joint District Council itself? A. Yes.

XQ147. And you make your reports in writing or orally? A. Verbally.

XQ148. Always verbally? A. Yes.

XQ149. You stated that you had never called a strike? A. Never.

XQ150. I take it that is true when you were business agent as well as organizer? A. As true when I am business agent as when I am organizer.

XQ151. What do you mean by a strike? A. If
6732 I went and ordered some men off the building or out of a shop.

XQ162. Anyway, directing the men to quit work? A. Yes.

XQ163. And you have never done it? A. No.

XQ165. What position did you hold prior to the time you were special business agent? A. Business agent.

XQ166. How long have you been business agent? A. Six and a half years.

XQ167. In this County? A. Yes. For different 6733
organizations.

XQ168. Then had you been business agent for the Joint District Council? A. No, sir.

XQ169. That was your first connection with the Joint District Council? A. About 1910.

XQ170. And what was your position at that time? A. I told you, I came in as business agent.

XQ171. In July, 1910? A. I don't know whether it was July or not, it was somewhere in the spring or summer.

XQ172. When was the first time you had any connection with the District Council? A. Yes.

XQ173. Or the Brotherhood? A. Yes. 6734

XQ174. Were you connected with the Amalgamated prior to that time? A. I was connected with the Amalgamated Woodworkers.

XQ175. Then your experience with the Brotherhood is limited to the time you became special business agent sometime about the middle of 1910? A. Yes.

XQ176. And your official connection is limited to the six months when you were special business agent and to your appointment as organizer the beginning of 1911, which continues to date? A. Yes. I won't exactly say that these dates are 6735
right, it may be earlier or a little later, I could not say, it is within the last two or three years, anyway, since I became affiliated with them. It was about 1910 when I came into the Brotherhood and I have acted in those capacities ever since.

XQ177. Why were you appointed special business agent? A. Because I was a business agent in the Woodworkers and when they amalgamated I

6736 continued on in the some position for the first six months so as to carry out the term.

XQ178. When did that amalgamation take place? A. I think it was in January, 1910, I am not sure.

XQ179. About the time that the agreement was signed with the Manufacturing Woodworkers Association? A. About that time.

XQ180. That was a part of the same transaction as the making of that agreement, wasn't it? A. Something to do with it.

XQ181. Wasn't it understood when the Manufacturing Woodworkers signed their agreement
6737 that all the men employed by them were to be members of the Brotherhood? A. Yes.

XQ182. Or branches of the Amalgamated which are recognized by the Brotherhood? A. Yes.

XQ183. And those branches of the Amalgamated then became affiliated with the Joint District Council? A. Yes.

XQ184. How did you come to know this man Kelso? A. I met him in my travels in the last seven or eight years. He was a business agent all along. I met him on the different works in the different parts of the city.

XQ185. What organization did he represent?
6738 A. He represented the Marbleworkers.

XQ186. Had you been working with him? A. No, I never worked with him.

XQ187. How did you meet him so often? A. Just by going around and meeting him on different jobs, just as I was going around myself. Never had any connection with him.

XQ188. And the same with regard to this man Whelan? A. The same way.

William Simpson, for Defendants—Cross.

XQ189. I understand you to testify that no organizer is ever given any power to call strikes? A. None whatever. 6739

XQ190. You never heard of an organizer calling a strike? A. I never did.

XQ191. And you have never had any power given you to call a strike? A. No, sir. I did when I was with the Woodworkers, but not since I have been with the Brotherhood.

By Mr. Maloney—

RDQ192. You mean when you were a business agent with the Woodworkers? 6740

Witness: Yes, sir, when I was with the Woodworkers I had full power, but not since I have been with the Brotherhood.

By Mr. Merritt—

XQ193. Then if any of the organizers of the Brotherhood have ever called strikes, you have not known of it? A. I have not.

XQ194. Who are the organizers whom you know? A. I know Rice, I know Cook, Wolfinger—that's about all I know.

XQ195. You enver heard of any of those men calling strikes? A. No, sir, I never did. 6741

XQ196. And they never told you that they called strikes? A. They never told me that they ever called strikes.

XQ197. You stated in connection with the Hubbell Hardwood Door Company that the delegate of the New Rochelle local stated that they recognized it as a union shop? A. Yes.

XQ198. You stated that the Hubbell Hardwood

6742 Door Company worked fifty-four hours and the New York hours were forty-eight? A. That is right.

XQ199. With the same sort of wood? A. The same thing.

XQ200. Isn't it true that the working hours of recognized union shops outside of the city are usually more than working hours in New York City? A. Not while they are doing work for New York City.

XQ201. Then do I understand that where a mill which is a union mill ships goods into New York City, it has to conform to the New York working
6743 hours? A. Yes.

XQ202. These various union mills who wish to come into the New York market have got to comply with the New York working conditions, is that true? A. Yes. If they didn't we would all have to go into the country. We protect our own home industry, that's all.

XQ203. You mean that the local mills could not compete with the country union mills if the country union mills were allowed to work longer hours and ship into New York? A. Certainly they could not.

XQ204. Is that one of the rules of the organization that all country union mills shipping into New
6744 York must conform to the New York conditions? A. All union mills doing work in New York must work in the same conditions.

XQ205. Must work in the same conditions that the local New York mills are working? A. Certainly.

XQ206. Is that rule observed? A. As far as I know of.

XQ207. Are you familiar with the conditions

prevailing in the country union mills? A. Some of them. 6745

XQ208. And you believe that none of them are working in excess of 48 hours? A. I don't believe they are, not to my knowledge they're not.

XQ209. What mills are you familiar with? A. A few. Hyde & Murphy, Meadville, Pennsylvania.

XQ210. How about the Gilmour Door Company? A. Has complied with the conditions. I don't know much about the shop.

XQ211. But you understand they are only working 48 hours? A. That is all.

XQ212. How about the Champlain Door Company? A. Working 48 hours, as far as I know. 6746

XQ213. H. W. Palen's Sons? A. 48 hours, as far as I know.

XQ214. Is it possible for a mill to be a union mill, recognized by your organization, in the country, and not seeking the New York market, if it does work more than 48 hours? A. I don't understand the question.

XQ215. Can a country mill be a union mill, working at more than 48 hours, if it is not seeking a New York market?

Mr. Beattie: Objected to, no foundation laid in the knowledge of this witness as to the conditions he is asked about. My objection applies to this and the preceding question. He evidently does not know, in his experience. 6747

A. Well, I don't know, I suppose it could. I suppose local conditions control, as far as I know.

XQ216. As a matter of fact, there are union woodworking mills, recognized by the Brother-

6748 hood, which work more than 48 hours? A. Maybe there is, I don't know.

XQ217. You don't know one way or the other? A. No.

XQ218. You simply know that if they do work more than that time, they cannot come into the New York market? A. I only have dealings with the mills doing work in New York.

XQ219. And they must work only 48 hours if they are supplying the New York market? A. Yes.

XQ220. Does the Joint District Council of New York control that situation? A. Which situation?

6749 XQ221. In regard to the hours of labor which shall prevail in the mills which supply New York City? A. That is the New York District Council's jurisdiction.

XQ222. The Brotherhood would have no jurisdiction over that matter? A. No.

XQ223. That is entirely up to the District Council? A. To the District Council, as far as I know. I don't know all about the District Council's laws either, I don't run the whole thing, I only have my own part to do.

XQ224. Are you a defendant in this case? A.

6750 Not to my knowledge.

XQ225. Did you sign an agreement with Mr. Werbelovsky? A. Werbelovsky of Brooklyn?

XQ226. Yes? A. I believe I did.

XQ227. Mr. Kelso signed it with you? A. I believe so, yes.

XQ228. Have you signed any other agreements of that kind? A. Not that I can recollect just now.

XQ229. Who instructed you to sign that agreement? A. I don't know as anybody instructed me.

We met Mr. Werbelovsky and he wanted to sign 6751
the agreement and we signed it with him.

XQ230. You mean, you and Kelso? A. Yes, sir. I don't just recollect the circumstances of the matter, it is so long ago.

XQ231. Have you ever accepted any bonds or certified checks or security of any kind from any employers to enforce their agreements? A. No, sir, we have not.

XQ232. I don't mean for yourself personally, but for the organization? A. I haven't done it for myself or for the organization.

XQ233. How do you ascertain whether material on a given job is union or non-union? A. Well, if 6752
a man tells us it comes from a certain firm we generally verify it whether it does or not.

XQ234. Aren't there other methods employed? A. If we can find out no other way we ask all our union firms whether they are doing the job or not. If not, if nobody's doing it, then it isn't union.

XQ235. There are a good many unions firms? A. Yes, but it can be gotten around.

XQ236. Aren't there any other methods employed? A. I never used any other.

XQ237. And you never heard of any others being used? A. Not to my knowledge. 6753

XQ238. You never heard of any others being used? A. No, I never have heard, not to my knowledge, I don't know of any methods; don't know how you could get it any other way.

XQ239. You don't know of anybody being employed to trace non-union material? A. No, sir.

XQ240. Never heard of it? A. As far as tracing, I am one of the men that have traced it.

6754 XQ241. But you never heard of anyone else being employed to trace it? A. No, sir.

XQ242. Never heard of anyone being paid money for that purpose? A. No, sir, never did.

XQ243. You never secured your information from anyone else employed for that purpose? A. No, sir.

XQ244. Always gone after it yourself? A. As far as I remember, I always got it myself.

XQ245. And after you report back to your respective committees your duties end? A. As far as that job is concerned.

XQ246. Unless they want further information?
6755 A. Yes, sir.

XQ247. And if there is any strike called, it is left to the business agent and not put up to you to call it? A. I have nothing to do with it. I don't know when a job is struck, unless I hear it talked about.

XQ248. Have you been working in Kings County at all? A. About a year and a half ago when I first came into the organization.

XQ249. For how long? A. Possibly a month or a month and a half.

XQ250. And from there you came over to New
6756 York County? A. From there I came to New York.

XQ251. How long did you work in New York? A. On and off possibly a year, a year and a half.

XQ252. And then went over to Queens? A. Then to Queens. I have been to Queens five or six months.

XQ253. And the general president took you from New York to Queens? A. I was told to go in there by the committee here in New York, the

Borough Committee asked for assistance over there and I was sent over there by the Borough Committee of Manhattan. 6757

XQ254. The Borough Committee of Manhattan asked you to go over and look after conditions in Queens? A. Yes, the Interborough Committee of the Joint District Council.

XQ255. Did you go on any of the jobs and converse with the men employed on the jobs? A. No, sir.

XQ256. You never do that? A. No, sir. Not unless it is a friend of mine I happen to meet and say "Hello."

XQ257. And you have not done anything of that kind in Queens? A. No, sir. I don't mix with the men at all. 6758

XQ258. Not at any time? A. No, sir.

XQ259. You never ask the men any questions for the purpose of getting your information? A. Well, I wouldn't want to say I never do, I might have, I can't say.

XQ240a. It is not the practice? A. It is not the practice, because they don't know as much as we do as a rule, as far as the trim coming from any place.

XQ241a. But you never go on the job and tell them it is non-union? A. No, sir. 6759

XQ242a. Or to quit work? A. No, sir.

XQ243a. Or in any way, suggest that they quit work? A. No, sir.

XQ244a. And you never have done that in any of these counties? A. No, sir, I never have.

XQ245a. Did you ever hear of W. D. Crooks & Sons? A. I have heard of them, yes.

6760 XQ246a. Ever been down into Williamsport where their mill is? A. No, sir.

XQ247a. Ever talk to any members of the firm? A. No, sir.

XQ248a. Never talked to any officer of that Company? A. No, sir, at least, not to my knowledge. If I did, I talked to them unknown to myself.

XQ249a. Have you operated at all down in Philadelphia? A. No, I have never done any business in Philadelphia since I was in the Brotherhood of Carpenters.

XQ250a. You never had anything to do with a
6761 strike which took place on the Rector Hotel? A. No, sir, never had anything to do with it.

XQ251a. Have you ever operated down south of Philadelphia? A. The only place I have been is Meadville, Pennsylvania, Hyde Murphy & Co.

XQ252a. Never been south of that? A. Never did, not on business of the organization.

XQ253a. Never had anything to do with any woodworking companies south of that? A. Nothing at all.

XQ254a. Did you ever appoint any pickets over any job? A. No, sir, I never did.

XQ255a. Did you ever give any of the men
6762 strike money? A. No, sir, never did.

XQ256a. Ever sign any book of any of the men for strike money? A. No, sir.

XQ257a. Nothing to do with the strikes in any way? A. No, sir.

Redirect-examination by Mr. Beattie—

RDQ258a. Are you fully informed about this matter and the conditions under which the men

will work on material of other mills in this City, 6763
or do you act according to the directions of these different committees in that matter? A. I act according to the orders of the committees.

RDQ259a. Is there any pressure brought to bear on any carpenters as to what sort of material or trim they will work on, that you know of, or do the business agents, as far as you know, simply inform them of what is union and non-union?

Mr. Merritt: I object; the witness has testified he did not know anything about the situation.

6764

A. There is no pressure brought to bear any more than if the stuff is handled in New York it is supposed to be union if it is made in a 48 hour union mill. That is the only union stuff we recognize as union.

RDQ260. Are you right about that? That other stuff that comes into New York that the men are willing to put up, which are made in what is known as the fifty-four hour class? A. No.

RDQ261. That might be so and you might not know it? A. If it is done I don't know it, I don't know of all the jobs that are done.

RDQ262. There are two classes of men, aren't 6765
there? A. Yes.

RDQ263. What is what? One a 48 hour and one a 54 hour shop? The 54 hour shops are union mills just the same as the 48? A. Yes, under the local conditions.

By Mr. Maloney—

RDQ264. As I understand it, when you speak of

6766 the New Rochelle mill being a 54 hour mill, and they were shipping their material as union made material into New York, then the District Council here claim that that was not a union mill so far as the Joint District Council was concerned? A. That is exactly it.

RDQ265. Do you know what the jurisdiction of the Joint District Council is, that is, as to what limits it extends outside of New York City? A. I don't know.

RDQ266. Do you know who would know? A. Possibly Brother Neal.

RDQ267. At any rate, there was a claim on the
6767 part of the Joint District Council that this Hubbell Hardwood Door Company was not a union shop at the time of these transactions? A. Yes, there were some non-union men working there, one or two non-union men working there, I believe, at that time.

By Mr. Beattie—

RDQ268. Now as to this matter of mill work shipped into New York, is there any provision of the constitution or by-laws which you know of that prohibits men working or by which the men have
6768 agreed not to work on material that is not made under 48 hour conditions? A. They understand themselves they cannot work on non-union material, not stuff that is non-union, that is not made under the 48 hour conditions.

RDQ269. I ask you, is there anything in the by-laws or the constitution to that effect? A. Not that I know of.

RDQ270. Isn't that a matter that is under the

direction of the committees of the different localities? A. I suppose it is.? 6769

RDQ271. And you take instructions from those committees to a large extent? A. That is all I do, I take instructions from them and work accordingly. As I said before, I am not the Joint District Council and I only run my part of it, and that is a very small part.

RDQ272. The Manufacturing Woodworkers work only 48 hours? A. No, they are only a 48 hour shop.

RDQ273. Do you know about that? Have you had anything to do with those particular shops here? A. I represented them for 7 or 8 years before they came over to the Carpenters. 6770

RDQ274. Now being familiar then, with the trim of the different mills, do you know whether the use of the union label is so extensive that a carpenter can tell whether material is union or non-union, if it has not the label on? A. I am not much qualified to answer a statement about the label because I have not been in the Brotherhood long enough to understand the label question thoroughly.

RDQ275. Now take the Manufacturing Woodworkers mills that you are familiar with? A. They never carried a label.

RDQ276. And they don't now use a label? A. Not to my knowledge. 6771

RDQ277. So that when mill work comes on a building, a carpenter cannot say if he does not see the label on it, but what it might be union, or it might be non-union? A. No, he cannot positively swear to it.

RDQ278. Is it a very difficult matter for you gentlemen as officers to find out as to whether trim

6772 on a building is union or non-union? A. Not very difficult, no.

RDQ279. Do the bosses to whom you go usually tell you the truth about that matter? A. Mostly always.

RDQ280. Then this case of Groll was an exception? A. He was an exception, he lied about it, at least, if he did not, the other man lied to him by telling him it was from Hasper.

RDQ281. It is not much trouble for you if the boss tells you where he got it and you can look it up, look up the mill in that way? A. That is all.

RDQ282. If he does not tell you? A. Then we
6773 have to find some other method.

RDQ283. You would naturally assume it was non-union? A. Naturally. You always suppose it is non-union if it isn't union.

By Mr. Maloney—

RDQ284. I understood you to testify there was another method; you applied to the union shops to find if they furnished it. A. When we have to go to the extreme.

RDQ285. If he refuses to tell you and you find it does not come from any of these union shops,
6774 then you assume it is non-union. A. That is the only thing that is left.

RDQ287. That makes the employer tell, then, whether it is or is not? A. Nine times out of ten every employer or builder will tell us right off where he is getting his trim, whether it is union or non-union, because they have become educated enough to know that it will be found out later on anyway.

By Mr. Beattie—

6775

RDQ288. You divide shops up in New York in two classes and have a list of each? A. Yes.

RDQ289. One a 48 hour and the other 54? A. The other is a 44 hour. You were talking about the non-union shop and the union shop, now you are talking about the two union conditions, the cabinet shops are 44 hours, and the trim mills are 48 hours.

RDQ290. Both classes of stuff erected under those conditions are handled by the carpenters here? A. Yes.

6776

RDQ291. In all the different Boroughs? A. Yes. The 44 hour shops all carry a label.

RDQ292. And the 48 hours do not? A. No, they do not.

RDQ293. And in some cases the same sort of goods are made by 48 hour shops? A. A little better class of stuff.

RDQ294. In some cases, isn't it the same class made by these shops? A. It is, but it is better workmanship and such as that. There are a better class of men in the 44 than in the 48, a better mechanic.

6777

RDQ295. Is it possible to tell from the material? A. Yes, you can tell it.

RDQ296. Could an ordinary carpenter tell? A. An ordinary carpenter, if he is any kind of a mechanic, could tell it.

RDQ297. There are some that are not so qualified, I suppose? A. We understand that, lots of them.

RDQ298. What hours did that New Rochelle shop work? A. 54.

6778 RDQ299. Do the wages differ in these two classes of mills, the 44 and 48? A. Yes.

RDQ300. That is, the 44 hour men get more pay? A. Yes.

RDQ301. And this 44 and 48, means so many hours per week? A. Yes, 48 hours per week and 44 hours per week.

RDQ302. Do they differ also as to the number of hours per day the men work? A. No, they have to make 48 hours in five and a half days, consequently it makes them work about eight hours and twenty minutes a day, forty-four, it makes eight a day and four on Saturday.

6779

By Mr. Maloney—

RDQ303. Your duties, then, since you have been an organizer, have principally been to gather such information as would be useful in inducing employers to unionize their places, is that right? A. Yes.

RDQ304. And your work is practically all in efforts to get mills which are non-union to become union mills? A. Yes, that is my business, or to unionize non-union men of any description as long as they are carpenters.

6780 RDQ305. Or to get men to join the union who are non-union men? A. Yes, either outside or inside.

By Mr. Beattie—

RDQ306. Have you had any experience over a considerable part of the country as to mills; beyond New York you had some experience? A. Some, but not much.

RDQ307. Do you know whether, from your experience or from knowledge otherwise acquired, whether all the union mills in the country are manned by members of the Brotherhood of Carpenters? A. They are all, every shop that is unionized today is Brotherhood of Carpenters. 6781

Recross-examination by Mr. Merritt—

RXQ308. What did you do with the agreement that you signed with Werbelovsky? A. I could not tell you now what became of it. Kelso had it.

RXQ309. What do you customarily do with agreements signed with a manufacturer or anyone else? To whom did you turn them over? 6782

Mr. Beattie: I object to that; he has not testified that he had any other.

A. Kelso had that, I don't know what became of it.

RXQ310. Who has custody of it? A. It is turned into the committees and I don't know what become of it.

RXQ311. Turned in to the committees? A. As far as I know.

RXQ312. Was the Amalgamated Woodworkers an organization which included outside as well as inside carpenters? A. No, sir. 6783

RXQ313. It concerned inside carpenters only? A. That is all.

RXQ314. That is, it covered only such carpenters as are employed in mills? A. That is all.

RXQ314a. Those insiders are ordinarily called bench hands? A. Yes.

RXQ315. And no outside carpenter would be

6784 qualified to be a member of that organization unless he were also a man qualified for will work? A. He could belong to it if he could work in the mill.

RXQ316. But the organization was an organization of men working in the mills exclusively? A. That is all.

RXQ317. Do you know whether or not a large number of the men who were members of the Amalgamated Woodwork have now become members of the Brotherhood? A. I believe they have.

RXQ318. Nearly all of them? A. Nearly all of them.

6785 RXQ319. There was a good deal of rivalry between the two organizations for a while, wasn't there? A. There was, that is where the bosses had the best of it.

RXQ320. And did not the American Federation of Labor pass a resolution—— A. Don't ask me about the American Federation of Labor, because I don't know. I am not connected with the American Federation of Labor. I am not connected with any of their meetings whatever.

RXQ321. Aren't you familiar with the rules of the Brotherhood to the American Federation of Labor? A. I am not.

6786 RXQ322. Nor the relations of the Woodworkers to the American Federation of Labor? A. All I know is, that they amalgamated together, that is all I know.

RXQ323. You know that the two amalgamated? A. I heard that through a friend of mine in Chicago.

RXQ324. How long ago was that? A. Three or four months, as far as I remember.

RXQ325. That the amalgamation took place? 6787
A. Yes.

RXQ326. But the amalgamation between the National Amalgamated Woodworkers Association and the United Brotherhood took place only within the last few months? A. Yes.

RXQ327. There had been an amalgamation of the local branches before that, but the amalgamation between the Ameircan Federation of Labor and the Amalgamated and the Brotherhood only took place a few months ago. Is that right? A. Yes.

RXQ328. And prior to the amalgamation betwee these two national bodies, a large proportion of the membership of the Amalgamated Woodworkers had gone into the United Brotherhood, had it not? A. Yes. 6788

RXQ329. You still maintain that no mill can be a union mill, with its material recognized as union material, in New York City, unless it works 48 hours? A. That is the understanding with me, that is my understanding.

RXQ330. When was this 48 hour working time put into effect? A. I think it was January, 1911 or 1912—January, 1911.

RXQ331. A year and a half ago? A. As near as I remember, I think that was the right time, either that or 1912—it was 1911, I am pretty sure. 6789

RXQ332. How do you know there were several men working for the Hubbell Hardwood Door Company who were non-union? A. I was told so.

RXQ333. Who told you so? A. Some of the men up there, some of the men who were in the shop; they said there was a couple of men there who were non-union.

6790 RXQ334. You don't know of your own knowledge? A. I was told so, that there was non-union men working there.

Mr. Merritt: I move that the testimony of this witness on that point, as to certain men in the Hubbell Hardwood Door Company's employ, be stricken out.

Adjourned until Thursday, June 27, 1912, 2 P. M.

PAINE VS. NEAL.

6791 Hearing resumed Thursday, June 27, 1912, 2 P. M. at the same place as last hearing.

APPEARANCES:

Same as last hearing.

WALLACE ANDERSON, a witness called on behalf of defendants, being duly sworn, testified as follows:

Direct-examination by Mr. Beattie—

Q1. You were, Mr. Anderson, a business agent
6792 of the Brotherhood of Carpenters? A. Yes.

Q2. For what period? A. That was the year o 1911.

Q3. And then you were out for six months and now you are re-elected? A. I am not a business agent yet, not at the present time.

Q4. But you will be shortly? A. Yes.

Q5. Under a recent election? A. Yes, sir.

Q6. And you are one of the defendants in this action? A. Yes.

Q7. Have you entered upon any conspiracy to injure the business of any of the plaintiffs? 6793

Mr. Merritt: Objected to as calling for a conclusion.

A. I have not.

Q8. Do you know of any such conspiracy? A. I do not.

Q9. Have you sought in any way to injure any of these plaintiffs? A. I have not.

Q10. Have you had any dealings with or do you know these complainants, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Company, Curtis & Yale Company, W. D. Crooks & Sons, Bristol Door & Lumber Company? A. No. 6794

Q11. And as to the Paine Company, did you have any dealings with them to your knowledge before this action was brought? A. Never did.

Q12. Or did you know about any of these other complainants except the Paine Company, or hear of them until this action was brought? A. Don't recollect of ever hearing of them before the action was brought.

Q13. Do you remember the Schwartzler job at 167th Street and Clay Avenue? A. Yes. 6795

Q14. Do you remember seeing Mr. Schwartzler —did you see both of the Schwartzler's? A. I saw the one that was connected with the job.

Q15. Do you know whether it was Albert or Otto? A. Albert was the builder there, I believe.

Q16. There are two brothers in the same business? A. Three of them I believe in the business, although I don't know whether they are connected or not.

6796 Q17. Do you remember about how many carpenters were around that job? A. I can't recollect at the present time.

Q18. About a dozen of them? A. Possibly about that.

Q19. Mr. Schwartzler says that you ordered those carpenters to stop work, or words to that effect; did you do such a thing? A. No.

Q20. What happened up there? A. I told the men that it was non-union material, the men at work.

Q21. You told the carpenters? A. I told the carpenters, yes.

6797 Q22. Did you know where the trim and doors on that job of Schwartzler's came from? A. From the Hubbell Hardwood Door Co.

Q23. Were you up there at the Hubbell Hardwood Door Company's place of business? A. I never was, no.

Q24. Did you regard their shop as union? A. No.

Q25. Why not? A. They worked more hours than what was recognized as a union shop and they were under no agreement with the organization.

6798 Q26. How about the material? Do they make all their material? A. They do not.

Q27. They have about how many men, as near as you could ascertain? A. Well, I would not attempt to say how many men they have.

Q28. Wasn't it your understanding at the time of this Schwartzler incident, that the Hubbell Hardwood Door Company bought a lot of its trim and other material from different non-union concerns?

Mr. Merritt: I object to that as calling for this man's understanding and object to it also as leading. 6799

A. That is what I understood.

Q28. Did they have enough men, so far as your inquiries went, to make the trim and doors that they handle? A. Did not have enough to start it.

Q29. Did not have enough to start it? A. That's the idea; did not have enough to clean the shavings away to make it with.

Q30. Was it your business to inquire as to conditions in that shop? A. It was.

Q31. And the result of those inquiries was, that they had bought the material in the way you have just spoken of. Do they make part of it or work on part of it? How do they do? 6800

Mr. Merritt: Objected to; he has already testified he has never been there and does not know the conditions.

A. I believe they work on part of it.

Q32. And among others who informed you regarding the shop was Mr. Hubbell himself? A. No, I don't remember meeting Mr. Hubbell.

By Mr. Maloney— 6801

Q33. Van Marter? A. Van Marter? Yes, Van Marter told me at one time that they bought material on the outside.

By Mr. Beattie—

Q34. Weren't you at headquarters when Mr. Hubbell came down there one night, or weren't you? A. I don't remember seeing Mr. Hubbell at all.

6802 Q35. Did Mr. Schwartzler ever say anything to you about an injunction? A. Not that I remember.

Q36. At the time of this Schwartzler incident, did you speak to Mr. Samuel Stern regarding Plaintiff's Exhibit 32 and what did you tell him? A. I told him I thought there was something crooked about it.

By Mr. Maloney—

Q37. At the time that you went up there to the job and told the men the material was non-union, did you have any intention of injuring anyone of
6803 these plaintiffs? A. I did not.

Q38. You did not know at that time that this material or any part of it was material being furnished by any of these plaintiffs?

Mr. Merritt: I object to that as leading the witness.

A. No.

Q39. Did you have more than one conversation with Van Marter? A. No.

Q40. Where was that conversation that you did have? A. Oh, I really cannot recollect that; it was sometime previous to the Schwartzler affair.

6804 Q41. Before the material was delivered there? A. Before that job was thought of, I guess, as far as giving it out was concerned. I did not know they had anything to do with it at that time.

Q42. Is the Schwartzler job the one that is at Clay Avenue and 167th Street, or is that a different job? A. That is the Schwartzler job.

Q43. Did you tell Albert Schwartzler when he told you that the Hubbell Company was furnish-

ing the material, that he was up against it, and 6805
that he would have trouble on the job? A. No.

Q44. You remember one time telling Schwartzler when he spoke about the men leaving——

Mr. Merritt: I objected before to this line of questioning. You ought to direct the witness's attention to the occasion of the meeting and ask what the conversation was.

Q45. How many conversations did you have with Schwartzler? A. I don't remember that.

Q46. Did you not on one of the occasions when you had a talk with Schwartzler tell him with 6806
reference to the men leaving that it was up to the men?

Mr. Merritt: Same objection.

A. I did.

Q47. As to whether they should work after you told them it was non-union material?

Mr. Merritt: Same objection.

A. I did.

Cross-examination by Mr. Merritt— 6807

XQ48. Were you a business agent during the entire period of 1911? A. I was.

XQ49. When do you next go into office as business agent? A. A week from to-day.

XQ50. Had you ever been a business agent prior to 1911? A. I was special for a time.

XQ51. What period of time? A. The latter part of 1910.

6808 XQ52. You mean by that, for a six months' period? A. Oh, no, no, I don't remember the number of days, it was only during another man's absence, that was all.

XQ53. Well, about how long? A. Oh, possibly a month.

XQ54. You do not think it was more than a month? A. No, about that.

XQ55. Were you ever a regular business agent prior to 1911? A. No.

XQ56. Have you ever held any other offices, other than you have stated here? A. I was a member of the District Council.

6809 XQ57. When were you a member of that? A. During 1910.

XQ58. During practically the entire year 1910? A. Yes.

XQ59. Does that cover all the offices in the Carpenters Union that you have held? A. Well, outside of the local union, I held an office there.

XQ60. But you held no office in conenction with the District Council outside of those that you have given? A. No.

XQ61. What local are you connected with? A. 172.

6810 XQ62. What office do you hold? A. Recording secretary.

XQ63. When you were a member of the District Council during the year 1910, did you hold any office in connection with the District Council beyond that of special business agent for about a month? A. What do you mean.

(Question repeated.)

A. I was a member of the Joint Strike Committee.

XQ64. Is that the Strike Committee of the Joint 6811
District Council? A. It is.

XQ65. How many members were there in that Committee at that time? A. Seven, I believe.

XQ66. Can you give me the names of any of the others? A. No, I can't just now, I don't recall the names.

XQ67. You don't recall any of them? A. No.

XQ68. Were you a member of that Strike Committee during the entire period of 1910? A. I was.

XQ69. Were you Chairman of the Committee? A. No.

XQ70. Did you hold any office on the Committee? A. Secretary. 6812

XQ71. You were Secretary of the Committee? A. I was.

XQ72. During the entire period of 1910? A. No, I do not think it was the entier period; about, though, nearly all that time.

XQ73. As Secretary did you keep any records? A. Yes.

XQ74. Kept minutes of the meetings? A. Well, I kept notes.

XQ75. How do you differ notes from minutes? A. Well, I made out notes for my own benefit.

XQ76. And placed them on file? A. No. 6813

XQ77. What did you do with them? A. I kept them for my own use.

XQ78. Still keep them? A. No.

XQ79. Did you destroy them? A. Well, I don't know what I did with them, when I got out of office I disposed of anything that was no good to me, so I suppose that was part of the material that was no good to me.

XQ80. You think probably you destroyed them after you were out of office? A. I did.

6814 XQ81. Were they your own personal property or the property of the Council? A. My own personal property.

XQ82. Weren't they notes you kept in your capacity as Secretary of the Committee? A. They were.

XQ83. Weren't they official notes? A. Well, I don't know that you would call them official notes, they were notes I kept for my own personal use.

XQ84. You did not keep them for the use of the Council or the Strike Committee? A. No.

XQ85. Did you keep them during the entire period when you were Secretary? A. I made
6815 notes at every meeting.

XQ86. Did you furnish the materials yourself to keep them on? A. I don't know, I might have picked up a piece of paper anywhere for that matter.

XQ87. Did you keep them on loose sheets of paper? A. Well, I did have a book, I did have a book for a while.

XQ88. What sort of a book? A. A note book, that is all I can say.

XQ89. Where did you get it? A. In the office.

XQ90. And did the book have any minutes in it when it came to you? A. No, sir.
6816

XQ91. It was an entirely new, fresh book started by you? A. A fresh book.

XQ92. Did you begin at the first page? A. Yes, sir.

XQ93. What size book was it, Mr. Anderson? A. Oh, I don't know, possibly nine or ten inches.

XQ94. Nine or ten inches long? A. Yes.

XQ95. Stiff cover? A. I believe so.

XQ96. Were all your minutes kept in this book? A. Anything I kept was in there.

XQ97. You kept none on loose sheets of paper? 6817
A. Some time.

XQ98. Well, then, you did keep some minutes that were not kept in this book? A. I kept some in the book and others I kept on a sheet of paper, just as it happened, that's all. I did not keep any of them for that matter.

XQ99. You destroyed them all? A. They are gone.

XQ100. Your belief is, that you destroyed them? A. That's it.

Mr. Maloney: I understood the witness differently. I understood that part of the loose sheets he did not keep at all; the others he did keep for some time but ultimately it was destroyed. 6818

The Witness: Anything I kept I considered my own personal property and when I got out of office I took it with me.

XQ101. Took it with you and destroyed it? A. Took it with me.

XQ102. You have not kept any minutes in any other book besides this one you have described? A. Not that I recollect.

XQ103. You did not keep any minutes in any other book during the period you were Secretary of the Strike Committee? A. I don't remember, I may have. 6819

XQ104. You would remember if you had done so, wouldn't you? A. Well, it is some time back, possibly I did; I think I would if I had done any, though it is some time back.

XQ105. You remember distinctly the circumstances of this particular book? A. I remember

6820 that I had a book and kept some notes for my own use.

XQ106. And that there were no other minutes in it when it came to you? A. Nothing.

XQ107. And you began on the first page? A. Well, in the front of the book somewhere; I don't know just whether it was the first page.

XQ108. I mean, in the front part of the book? A. That's it.

XQ109. And you did not hand any book over to your successor? A. No, sir.

XQ110. Who was your successor? A. I don't know.

6821 XQ111. Never knew, or have forgotten? A. I don't know; never knew.

XQ112. Well, now, when you were business agent, didn't you keep any records? A. The same way, I kept them for my own use.

XQ113. Never filed them with the Joint District Council? A. No, sir.

XQ114. Never made any written reports? A. Well, I made several written reports.

XQ115. Was it your custom to make written reports when you were business agent? A. Well, not really a custom, no.

6822 XQ116. Did you do it often? A. No, I don't think I did.

XQ117. Only did it a few times? A. When the spirit moved me, yes.

XQ118. Do you know of any other minutes being kept by the Strike Committee of the District Council when you were a member thereof? A. No, sir.

XQ119. Anyone else keep any notes? A. I don't know of any.

XQ120. You did not see anyone keeping minutes at the meeting when you were there? A. No. 6823

XQ121. Weren't you supposed to be the official recorder of the business done? A. Well, I was the Secretary of the Committee.

XQ122. Weren't you supposed to keep official minutes?

Mr. Beattie: I object to the question.

XQ123. As a matter of fact, you did not keep what you regarded as official minutes? A. I did not keep anything that I regarded as official, no.

XQ124. But you are not sure but what you might have kept minutes in more than one book? 6824
A. I don't recollect keeping any more than the one.

XQ125. But you are not sure of that, are you? A. Well, I feel pretty certain.

XQ126. Now you are sure that you never heard the names of any of these plaintiffs mentioned before that Committee? A. I do not remember hearing of any of them at all before the action.

XQ127. You would have heard them if it had come before the Committee when you were there, I suppose?

Mr. Maloney: I object to that.

6825

A. No. doubt.

XQ128. Are you sure you made no entries or kept no records referring to any of these plaintiffs by name? A. I don't think I did.

XQ129. You say "I don't think"—are you sure? A. I am pretty certain.

XQ130. And you testified, didn't you, that you never heard of any of these complainants before

6826 this action was commenced? A. Don't remember ever hearing of them.

XQ131. Had you heard of the Paine Lumber Company before this action was brought? A. I don't remember hearing of any of them until the action was brought.

XQ132. How many conversations did you have with Mr. Albert Schwartzler? A. I don't remember that.

XQ133. How many conversations did you have with Mr. Albert Schwartzler? A. I don't remember that.

XQ134. Do you remember the conversations?
6827 A. I remember some of it.

XQ135. Which one do you remember? A. I remember speaking to him when they first started the operation and asked him if he was going to have union material on the job. He said it had not been given out yet, in fact, I asked him who was going to supply it.

XQ136. You do remember that conversation? A. I do.

XQ137. That is about all that took place? A. I guess that is about all the conversation was at that time.

6828 XQ138. And don't you remember another conversation with him? A. Yes.

XQ139. What was that? A. That was the day he told me that the Hubbell people were to supply the material.

XQ140. And what was the conversation? A. I told him that that was non-union material and that I did not think our men would erect it. He said if our men did not erect it, why, he would get men that would.

XQ141. Didn't you mention the fact at that time 6829
when Mr. Hubbell had been down to the headquarters of the organization, to see the organization concerning it? A. I don't think I did.

XQ142. As a matter of fact, Mr. Hubbell had been down at that time, hadn't he? A. I don't know whether that was previous or not.

Mr. Maloney: The witness has already testified he did not see Mr. Hubbell at all.

XQ143. How did you know, or what made you think, that the Hubbell material was non-union? A. From what I had heard of the conditions they worked under. 6830

XQ144. Who gave you that information? A. Well, I got it from different ones, in making inquiries around.

XQ145. Different officers of your organization, you mean? A. Different members of the organization.

XQ146. And you assumed that that information was correct? A. I did.

Mr. Beattie: You cut him off.

A. What I was going to say was this: Mr. Van Marter previously told me that the Hubbell people 6831
bought their material outside.

XQ147. Does that make them non-union? A. If they buy non-union material.

XQ148. That is, a union shop under your rules cannot buy non-union material from outside shops?

Mr. Beattie: I object to that as not the best evidence.

6832 A. Certainly not.

XQ149. And therefore, when a shop buys non-union material, that is conclusive evidence that it is not a union shop? A. Exactly.

XQ150. Who informed you they were buying non-union material? A. Mr. Van Marter told me, their agent.

XQ151. He told you they were buying non-union material? A. Yes.

XQ152. Now, have you given the entire language used by you when you spoke to the carpenters on the Schwartzler job? A. I don't know whether you asked the question or not.

6833 XQ153. What did you say to the carpenters on the Schwartzler job? A. I told them it was non-union material.

XQ154. That is all you said to them? A. That is all.

XQ155. You did not tell them they should quit? A. No.

XQ156. Nor to come down to headquarters? A. I did.

XQ157. You did? A. That was after they asked me what to do.

XQ158. When you told them it was non-union material, they asked you what they should do and you told them to go down to headquarters? A. I did.

6834

Mr. Maloney: He testified that when he told them it was non-union material, they quit.

Mr. Merritt: But he has changed it now.

The Witness: I have not changed it a bit.

XQ159. Were these men paid strike benefits? A. They were.

XQ160. Did they have to sign a strike book? A. 6835
No.

XQ161. Isn't it customary for men receiving strike benefits to sign a strike book? A. No, they don't really sign a book, they get a receipt, that is, they get a draft for the money.

XQ162. Isn't it a rule that they should report and sign a strike book? A. It reads that way but they don't really sign a book.

XQ163. The rule is not observed? A. Well, you might say that, yes.

XQ164. Was a picket appointed on the job? A. Yes.

XQ165. Who was he? A. Mr. Stern. 6836

XQ166. Did he receive money for serving as a picket? A. Yes.

XQ167. I suppose that money was paid by the Joint District Council? A. Yes

By Mr. Maloney—

RDQ168. You did not pay Stern the money, did you? A. No.

RDQ169. You are only talking about what you believe was the practice? A. That is the idea.

RDQ170. So that of your own personal knowledge you don't know these facts? A. I did not pay 6837
Stern the money, I gave Stern the receipt, that is, the draft for it.

By Mr. Merritt—

XQ171. That is, you gave Stern a draft on the Treasurer of the Council for the money as picket? A. Yes.

XQ172. And you don't know whether he cashed it or not? A. [illegible], I don't know.

6838 XQ173. What made you think that letter was a fraud (referring to Comp. Ex. 32)? A. That letter was supposed to be from the New Rochelle District Council and I found out that there was no District Council in existence at the time the letter was issued.

XQ174. How did you find that out? A. From a member of the District Council, that was.

XQ175. That is, some member of what you call the former District Council of New Rochelle stated to you that the District Council of New Rochelle had gone out of existence? A. That the New Rochelle District Council had gone out of existence.

6839 The Chairman of the District Council made that statement to me.

XQ176. Who was the Chairman? A. I can't recall his name now, I was acquainted with the man.

XQ177. Had you any doubt that the man who signed that was a union man and a union officer? A. Did I have any doubts?

XQ178. Yes. A. The two men that signed the letter, you mean?

XQ179. Yes. A. No, I had no doubts about their belonging to the organization.

XQ180. Your idea was, that those men were

6840 playing a fraud on your organization? A. I did not know what to think about it.

XQ181. Why did you call it crooked? A. I thought it was something odd. I did not say crooked. I thought there was something wrong.

XQ182. You testified you thought there was something crooked about it. A. Well, something wrong is something crooked; it isn't straight, anyway, it's wrong.

XQ183. And you took the word of a former

Chairman of the District Council as against this Exhibit 32 signed by these two officers of the union? A. I did. 6841

XQ184. What reason had you for believing one more than you believed the other? A. Because there was no District Council there in existence.

XQ185. But your information as to whether there was a District in existence was based entirely upon what this Chairman told you, wasn't it? A. It was.

XQ187. Why did you believe him any more than you believed this Exhibit 32 signed by these officers? 6842

Mr. Maloney: Objected to, immaterial.

A. I don't know why, everybody forms their own opinions that way, that's the best I can tell you on that.

XQ188. You don't know how many men were employed on the job? A. I don't remember the exact number, no, not just now.

XQ189. They all stopped immediately when you told them it was non-union stuff? A. They did.

XQ190. And then they asked you what they should do and you told them to go down to Headquarters? A. That's it. 6843

XQ191. Had they left the building when they asked that, or were they still in the building? A. One man asked me when we were in the building, and then another man came out on the sidewalk and asked me the same question.

XQ192. Did you have anything to do with the men returning to work? A. Anything to do with them returning to work? What do you mean?

6844 XQ193. The men on this job eventually went back to work? A. Yes.

XQ194. Did you have anything to do with arranging for that? A. I told them they could go back.

XQ195. And they went back? A. Yes.

XQ196. The same material was on the building? A. I don't know, I never was on the job after the night that they quit.

XQ197. You never took the trouble to find out whether it was union or non-union material when you told them they could go back? A. Never did.

6845 XQ198. And they went back as soon as you told them they could go back? A. I don't know when they went back, I never went on the job after it.

XQ199. I thought you stated you told them to go back as soon as you told them they could? A. I said I never went back on the job; I told them they could go back.

Mr. Maloney: It was requested of counsels for the defendants to have the men go back to work on this job, and counsel did request them and the Joint District Council did order the men to go back to work on the job.

6846 Mr. Merritt: And the men went back to work.

XQ200. Were you present at a meeting of the Joint District Council when a resolution was passed to the effect that the men should be ordered back on that job? A. No, sir.

XQ201. You don't know anything about the passage of that resolution? A. No, sir.

XQ202. That is, of your own knowledge? A. No, sir.

Mr. Maloney: As counsel for the defendant I will instruct the witness to give no further testimony and answer no questions concerning the men going back on the job. 6847

XQ203. How long after the men had quit work was it that you told them that they could go back to work?

Mr. Maloney: Don't answer, on advice of counsel.

XQ204. Aren't you willing to answer that question? 6848

Mr. Maloney: Don't answer that question.

XQ205. Will you state your reasons for declining to answer?

Mr. Maloney: Don't state anything at all.

XQ206. Did you tell all of the men individually that they could go back to work?

Mr. Maloney: Don't answer the question.

XQ207. Will you state the reasons for your declination to answer? (No answer.) 6849

XQ208. As I take it from your testimony, Mr. Anderson, you testified that you told the men they could go back to work and on receiving that permission from you, they thereupon went back to work.

Mr. Maloney: Don't answer any questions along that line at all.

6850 XQ209. You did not tell them that they should go back to work?

Mr. Maloney: Answer no questions until you are instructed to do so by counsel.

XQ210. Then isn't it true that these union men working on that building were willing to work on the non-union material since they immediately went back to work after you told them that they could go back to work? (No answer.)

XQ211. Mr. Anderson, what measures has your organization taken to ascertain whether trim on a building is union or non-union?

6851

Mr. Maloney: You may answer that.

A. Well, we generally inquire from the builder, anybody where they might be in a position to know.

XQ212. Have you ever employed anyone to devote his time to tracing down non-union material? A. Not that I know of.

XQ213. Never heard of such a thing? A. It is the duty of everybody to do that.

XQ214. But you never heard of anyone being employed for the purpose of tracing it, non-union material? A. Don't remember anybody.

6852

XQ215. Never heard of any money being paid out for that purpose by your organization? A. Don't remember any.

XQ216. Well, do you mean that you don't remember, or do you mean to testify that it has never been done and come to your attention? A. I don't remember it ever being done.

XQ217. You are not positive on that point,

though? A. I have no recollection of anything like 6853
that being done, that is the best I can tell you.

XQ218. That is the best you can do? A. Yes.

XQ219. Isn't it true that moneys had been paid out as salary or wages to people for the purpose of tracing unfair trim or unfair material? A. I don't pay out any money, I don't know.

XQ220. You never heard of that being done? A. Don't recollect anything like that.

XQ221. Such a matter never came before the Strike Committee when you were on duty? A. I don't recollect of anything of that sort.

XQ222. You wouldn't be positive, but you simply don't recollect it? A. Don't recollect. 6854

XQ223. You never gained any information from anyone employed in that capacity, at any rate? A. No.

XQ224. Did you say you appointed Sam Stern a picket? A. I did.

XQ225. Why did you select him?

Mr. Maloney: Objected to, immaterial.

A. For no particular reason for him any more than anybody else.

XQ226. As a picket it was his duty to watch the job wasn't it? A. To notify anybody that there 6855
was non-union material on the job, any carpenters that might come along.

XQ227 And he was supposed to stay at the job practically all day? A. He could not very well notify them if he was not on the job.

XQ228. Then your answer is "Yes"? A. Yes.

XQ229. You never came back to the job after that time to see whether or not Stern actually did watch the job? A. No.

6856 *By Mr. Maloney—*

RDQ230. Mr. Anderson, you said that you inquired of the builder usually as to where the trim comes from, whether it is union or non-union, the employer? A. Why, from anybody I think I can get the information from, whether it is union or non-union material.

RDQ231. And as a rule, do they inform you whether the material is union or non-union made? A. As a rule.

RDQ232. You also have a list of people who manufacture union material, from whom you make
6857 inquiries, have you not?

Mr. Merritt: I object, leading the witness.

A. We have.

RDQ233. Where you find that the employer does not give you the information, do you inquire from these people whether they are supplying the trim?

Mr. Merritt: Same objection.

A. Yes.

RDQ234. You take all possible means of obtaining information as to whether the material is
6858 union or non-union material?

Mr. Merritt: Same objection.

A. We do.

RDQ235. That is part of the business of the business agents, isn't it?

Mr. Merritt: Same objection.

A. It is.

RDQ236. And nobody is employed specially, 6859
that you know of, on salary or otherwise, to go and get that information? A. Not that I know of.

By Mr. Merritt—

RXQ238. You mean, not that you reoollect?

Mr. Maloney: He said, not that he knows of.

RXQ239. Are you willing to testify positively? A. I don't know of anybody that has been employed for that purpose.

By Mr. Maloney—

6860

RDQ240. Are there a great many business agents? A. There are a number.

RDQ241. And part of their business is to find out in going their rounds whether the material supplied is made under union conditions?

Mr. Merritt: Same objection, leading.

A. It is.

RDQ242. But you are not paid specially for that work?

Mr. Merritt: Same objection.

6861

A. No.

RDQ243. You receive a weekly salary? A. I do.

RDQ244. And it covers many other duties besides that duty?

Mr. Merritt: Objected to, leading.

A. It does.

RDQ245. Did you know the signature of these

6862 two men purporting to be officers of that defunct council at New Rochelle.

Mr. Merritt: I object to the question, because it includes the word "defunct."

Mr. Maloney: We have proof now that it was defunct.

RDQ246. Did you ever know the signatures of these men before you saw it on this paper? A. No.

Mr. Maloney: This Exhibit 32 has been marked only for identification, and is not in

6863 evidence.

Mr. Merritt: Then I will offer it now if I haven't done so before.

RDQ247. So when this paper (marked Comp. Ex. 32 for Id., Jan. 5, 1912), was shown to you, you had no knowledge of these two signatures there? A. No.

RDQ248. Was it after that that you made inquiry of this man that you say was Chairman of this former Council? A. It was.

RDQ249. And he told you that the Council was out of existence? A. He did.

6864 RDQ250. Can you recall that man's name? A. No, I can't recall it now. I can't recall his name.

RDQ251. These two men who are said to have signed that paper were not members of the Joint District Council, were they, that you know of, Brady and McLaughlin? A. I am not sure about that.

RDQ252. They might have been without your knowing it? A. They might have been, yes.

RDQ253. You are not acqnainted with them personally? A. Well, no, I would not say that I was really personally acquainted with them. I met them two or three times, that's all. 6865

RDQ254. Before or after this? A. I met McLaughlin a couple of times before and once or twice since then.

RDQ255. Do you know whether he claims that the Council is in existence or not? A. I never spoke to him on the matter.

RDQ256. Did he speak to you about it? A. No.

By Mr. Merritt—

6866

RXQ257. Mr. Anderson, you never kept two sets of books at the same time, did you, when you were Secretary of the Strike Committee, one official and one unofficial? A. No, sir.

RXQ258. You did not keep two at the same time? A. No.

RXQ259. And the book which you kept which you said was your personal property was during the year 1910? A. Yes.

RXQ260. And that is the only time when you were Secretary of the Strike Committee? A. That is the only time.

RXQ261. You have never been Secretary of any other Committee of the Joint District Council? A. No. 6867

RXQ262. Never kept any books during any other period than beyond the period of 1910? A. No.

RXQ263. Well, then, you are sure that you kept no book in 1910, except this one that you have described? A. The one I testified to.

RXQ264. And you did not keep any minutes

6868 during 1910 except what you have testified to? A. No.

By Mr. Maloney—

RDQ265. Were there many notes in that book, as far as you can recollect? A. Well, notes from each meeting that we held.

RDQ266. Were these notes that you made merely notes for your own guidance, your own information? A. That is all.

RDQ267. These notes were not drawn up and used at subsequent meetings of the Strike Com-
6869 mittee by the Committee, were they? A. No, I never brought them up.

RDQ268. Do you recall how many meetings they had from time to time during the period that you were Secretary? A. No, I don't remember.

RDQ269. Were they frequent, or at long intervals. A. Frequent.

RDQ270. Do you always have a strike committee, every year, in every local, or in the Joint District Council? A. Well, there has been a strike committee for some time, I don't know just how long.

RDQ271. Their meetings are merely formal, ex-
6870 cept where there are strikes, aren't they? A. No, there are regular meetings of the committee.

RDQ272. At stated intervals, stated times? A. Yes.

RDQ273. But the business that comes before them is really of no importance except where there are strikes? A. Well, that is about all, yes.

RDQ274. There were not any strikes during the year 1910 that you can recall, were there? A. I don't recollect any.

By Mr. Merritt— 6871

RXQ275. You took this book with you to each meeting, if you kept the minutes of each meeting in it? A. No, I did not.

RXQ276. What did you do? A. I made notes.

RXQ277. And then wrote them up in the book? A. That is all.

RXQ278. After you left the meeting? A. Yes.

RXQ279. Did you keep the book at the offices of the Council? A. No.

RXQ280. Where did you keep the book? A. At home.

RXQ281. Always? A. Always. 6872

RXQ282. And always wrote the minutes up at your home? A. I did.

RXQ283. Treated it entirely as your personal property? A. I did.

RXQ284. But the book was furnished you by the Council, you say? A. Well, they paid for it.

RXQ285. Do you know whether any man in a similar position prior to that time kept any minutes? A. I don't know.

RXQ286. Who was your predecessor? A. I could not tell you.

RXQ287. Haven't you any idea? A. I have not.

RXQ288. And you don't remember any strikes 6873
in 1910? A. I don't recall any.

RXQ289. You don't remember making any entries as to any strikes in 1910? A. I don't remember any.

RXQ290. You don't remember any strikes on account of non-union trim in 1910? A. I don't remember any.

RXQ291. You are sure you did not make any

6874 entries as to such strikes in 1910? A. I don't remember making any.

RXQ292. Have you any idea what the records did cover? A. That is too far back.

RXQ293. You have not a very clear recollection of what you did? A. No.

By Mr. Beattie—

RDQ294. Before speaking to the men about going back to work on the Schwartzler job, did you see and read the memoranda of Judge Coxe which in part says "Counsel for the defendants assent to this proposition and state in open Court
6875 that they will so advise their clients and instruct them to respect the injunction as the Court may direct and that such instructions would include advice to the defendants to direct the men to resume work upon the Albert J. Schwartzler Building." You have read that? A. Yes, I have read that.

Mr. Merritt: Are you going to examine him upon the matters which his other counsel refused to let him answer?

RDQ295. And you have been advised by Mr. Maloney and I as to Judge Coxe's wishes in the
6876 matter? A. I have.

By Mr. Mayer—

RDQ296. And you have respected those wishes? A. I have.

By Mr. Beattie—

RDQ297. And did the Strike Committee, following this memoranda of Judge Coxe, pass this

resolution: "The defendants will obey the mandate of the Court and request the men to respect Judge Coxe's decision and return to work on the job in question. This does not, however, carry with it that the men can be compelled to work upon the non-union made material of the Hubbell Hardwood Door Company whose material may by chance or otherwise be found upon other jobs." That is right, is it? A. That is the way I understood it. 6877

RDQ298. And it was in view of this opinion of Judge Coxe and this resolution of the Strike Committee that you declined to answer those questions to Mr. Merritt? 6878

Mr. Merritt: I object to that, as leading.

RDQ299. It was in view of this decision of Judge Coxe and this resolution of the Strike Committee that you declined to answer those questions of Mr. Merritt?

By Mr. Maloney—

And on the advice of your counsel? A. Yes.

Subscribed and sworn to before me this day of 6798

6880 SAM STERN, a witness called on behalf of defendants, being duly sworn, testified as follows:

Direct-examination by Mr. Beattie—

Q1. Your full name and address, Mr. Stern? A. Sam Stern. You have my address, but last Saturday I moved to 1536 Webster Avenue.

Q2. You are a journeyman carpenter? A. Yes, sir.

Q3. And a union carpenter? A. Yes, sir.

Q4. Member of what local of the Brotherhood? A. 727.

6881 Q5. And do you recall working on the job of Schwartzler at 167th Street and Clay Avenue? A. Yes, sir.

Q6. In November, 1911? A. Yes, sir.

Q7. Now, Mr. Schwartzler has stated that you were the spokesman of the eleven carpenters, that no one else said anything much to him there, but you, and that you told him that Mr. Anderson——

Mr. Merritt: I object to this and ask that the witness be first interrogated and state what the conversation was at that time.

Q8. He said that you told him that Mr. Anderson had directed the men to quit work, including
6882 yourself. Did Mr. Anderson so direct you? A. No, sir.

Q9. What did he say to you? A. When he came up on the job he only said "It is non-union trim" and to show up in the office, in the headquarters.

Q10. Did you or any of these other carpenters in your hearing say that you were willing to go back to work if Mr. Anderson would let you? A. No, sir.

Q11. Did Mr. Schwartzelr show you at that time Exhibit 32? A. He did. 6883

Q12. What did he say about it? A. He says: "You take that along in the headquarters and show him that it is union made trim" and I did took it along on the next morning and I showed that to Mr. Anderson and Mr. Anderson said "There's something wrong about that letter."

Q13. Now Mr. Schwartzler said that from statements that you and the other carpenters had made to him, he drew up the paper, Comp. Ex. 33, and that after it was drawn up you gentlemen refused to sign it. You did refuse to sign it, didn't you? A. Yes. 6884

Q14. Reading from this letter, Exhibit 33, did you say to Mr. Schwartzler that "Anderson ordered us to quit work and stop the job indefinitely"?

Mr. Merritt: I object to this line of examination as suggestive and to the question as improper in form. Witness should first be interrogated as to his own recollection of the conversation which took place on this occasion.

A. I never said it. 6885

Q15. Did you, as a carpenter, quit work there voluntarily, of your own free will? A. Why, certainly, if we find out it is non-union trim we quit work.

Q16. And you found out it was non-union and you quit work of your own free will? A. Why, certainly.

Q17. You were not threatened with any fine or

6886 anything if you did work; you felt you were fully free to do anything?

Mr. Merritt: Objected to as leading.

A. No.

By Mr. Merritt—

Q18. Were you one of the men that went back to work? A. Yes, sir.

XQ19. Wasn't it non-union trim when you went back to work? A. Well, I don't know it was the same trim.

6887

By Mr. Beattie—

Q20. Well, it was under the Court's order, wasn't it? A. Yes, sir.

By Mr. Merritt—

XQ21. When did you receive your word to go back to work? A. About four weeks, around.

XQ22. From whom? A. From Mr. Anderson.

XQ23. He told you you could go back to work, and you went back to work? A. Yes.

XQ24. Did the other men go back to work? A.
6888 He told me I could tell the rest of the men. The boss picked out, not exactly all the same men went to work, but as soon as we found out we could get to work we sent men around and we finished the job.

XQ25. They were not all the same men? A. Not exactly.

XQ26. Were there some of the same men? A. Yes.

XQ27. How many men were there working on 6889
the job? A. In the start?

XQ28. Yes. A. I am not sure; about 10 or 11, I am not sure.

XQ29. And could you say approximately how many of them were the same men who went back to work? A. I could not tell you how many.

XQ30. Several? A. Oh, yes.

By Mr. Beattie (direct-examination continued)—

Q31. Mr. Anderson told you that Judge Coxe wanted you gentlemen to go back to work, didn't he? 6890

Mr. Merritt: Objected to as leading.

A. Yes.

Q32. Did you tell a witness for complainants named Harry Sachs that you were willing to go to work if you could? A. No, sir.

Q33. Did you tell him that Mr. Anderson had compelled you to quit work? A. No, sir.

Q34. You were the man that was a picket on that job for two weeks. What were your duties as a picket? A. Nothing.

Q35. You had nothing to do? A. Nobody was on the job; used to come around there in the morn- 6891
ing, stay there until 12 or 1, and then go home.

Q36. You did not talk to anybody or have occasion to talk to anybody? A. No.

Q37. What did you consider were your duties if you did see anybody? A. I would tell them it was non-union trim.

Q38. That was all you considered to be your duty as a picket? A. That is right.

Q39. Did you hear any of the carpenters say

6892 that the statements in Exhibit 33 were true, to Mr. Schwartzler? A. No, sir.

By Mr. Maloney—

Q40. As a union man, you are in sympathy, of course, with union conditions? A. Yes, sir.

Q41. And wherever you find that union conditions do not exist you will not work?

Mr. Merritt: Objected to as leading.

Q42. And do you find that the same opinion is held by the other journeymen carpenters?

6893

Mr. Merritt: Objected to as leading and also on the ground that the witness cannot be informed as to the opinion of the other members.

A. Yes.

Q43. Did these journeymen carpenters who were union men working on that job quit when they were informed it was non-union material? A. They did.

Q44. Did Mr. Anderson at that time tell you that this Ex. 32 was a forgery? A. No, sir.

6894

Cross-examination by Mr. Merritt—

XQ45. Just what did Anderson say to you about that exhibit? A. Something wrong with it.

XQ46. Is that the exact language he used? You remember the language? A. Yes.

XQ47. You know he did not say anything else? Your recollection is clear? A. Yes.

XQ48. What did you say to Schwartzler when

you gathered with the other men in his office? A. I did not say anything. 6895

XQ49. You did not say anything to him? A. When he asked me something I answered him. If you will ask me the right question I will answer you.

XQ50. I want to know what the conversation was. A. I don't remember.

XQ51. You don't remember? A. No, it is about 7 or 8 months.

XQ52. You have not any recollection of any of it? Don't remember anything about it? A. I did not have any conversation with him at all.

XQ53. I thought you just stated that he asked you certain questions and you answered him? A. Some of the words I can't remember what I answered or what he asked me. 6896

XQ54. Give me what you recall as to what was said between you and Schwartzler at that time? A. I don't remember.

XQ55. You don't remember? A. No, sir.

XQ56. Don't remember anything of the conversation? A. The only thing, when he wrote that I refused to sign it, that is the only conversation I had with him.

XQ57. Well, didn't you say a few minutes ago that he asked you questions? A. He asked me about that letter and I returned him back that letter; that was the only conversation. 6897

XQ58. What was it? A. That Mr. Anderson said there was something wrong with the letter.

XQ59. And that is all the conversation you recall? A. That is all.

XQ60. And did you hear anyone else talk to Mr.

6898 Schwartzler up there; none of the other men talked with him? A. No.

XQ61. Then nothing was said to Mr. Schwartzler in that meeting, according to your statement, except what you told him about that letter and Mr. Anderson saying it was wrong? A. That is all.

XQ62. How long were you there in that room? A. Oh, I don't remember, it might be 10 or 15 minutes, I could not tell you how long.

XQ63. It might have been half an hour? A. It might have, I don't remember it, a little while, that is all.

6899 XQ64. And during that time, no conversation took place between you and Mr. Schwartzler or Mr. Schwartzler and the other men, except such as you have stated? A. No.

XQ65. Why did you stay there so long, if you were not talking about anything?

Mr. Maloney: Objected to, immaterial; it does not appear that he stayed "so long."

XQ66. What were you doing? A. It was cold in the street and we got in the office and we warmed ourselves.

6900 XQ67. Were you sitting down? A. Why, certainly.

XQ68. All of you? A. No.

XQ69. You were just up there to warm yourselves, that is all? A. Yes.

XQ70. That is the only thing? A. I went in to hand him the letter; he said he wanted to speak to me and I took a chair and sat down by the radiator and I warmed myself.

XQ71. You were sitting down all the while? A. 6901
I don't exactly remember, sitting or standing.

XQ72. Weren't you there while Mr. Schwartzler was having this statement made up by his stenographer? A. I was there.

XQ73. And neither you nor any of the other men gave him any information? A. I know I did not give him any information.

XQ74. And none of the other men did? A. No.

XQ75. He made this statement up himself? A. Of course.

XQ76. And during that time there was no conversation between you and Mr. Schwartzler except such as you have stated? A. That is all. 6902

XQ77. And you did not hear any of the conversation between Mr. Schwartzler and any of the other men? A. No, I did not hear anything.

XQ78. And that is all that took place, according to the best of your recollection? A. That is all.

XQ79. Isn't it a fact that Mr. Schwartzler read that statement to you people? A. Oh, yes, after he got through he read it to us.

XQ80. Why didn't you testify to that? A. You did not ask me that.

XQ81. I asked you to give all the conversation. Now, were there any other statements which Mr. Schwartzler made which you do not regard as conversation? A. I don't remember. 6903

XQ82. What did Anderson say to you when he came to the Schwartzler job? A. He said it is non-union trim; I asked——

XQ83. Is that all he said? A. That is all.

XQ84. Every word? A. Every word.

XQ85. Didn't you say a little while ago that he

6904 also said "Come down to headquarters?" A. Oh, yes.

XQ86. Why don't you give the entire conversation?

Mr. Maloney: He started to tell it when you interrupted him.

Mr. Merritt: If you started to say anything, finish it.

A. When he came up on the job and he said it is non-union trim, and then he said to us "Come down to the office," and we quit work. It was
6905 nearly five o'clock anyway when he came in.

XQ87. He said, "It is non-union trim, come down to the office"? A. Yes.

XQ88. Did you say anything to him? A. When he said to me "It is non-union trim," I said "What shall we do?" He said "Come down in the office."

XQ89. Did you make that answer on the prompting of counsel just now? A. No.

XQ90. Where did he say that to you? A. Of course, on the floor.

XQ91. When you were still working? A. Yes.

XQ92. And when was it that you asked him
6906 "What shall we do"? A. Why, the same time.

XQ93. It all took place right at the room where you were working? A. Yes.

XQ94. And he said "It is non-union trim," and you turned to him and asked him what you should do and he said "Come down to headquarters," and that all took place right there at one time? A. Yes, sir.

XQ95. It took place before you left that room? A. Yes, sir.

XQ96. And as I understand it, Mr. Stern, when 6907
Mr. Anderson told you it was non-union trim, you asked him for instructions, and he said "Come down to headquarters"? A. Yes.

XQ97. Why did you ask him for instructions? A. Because he was our representative.

XQ98. And you do as he tells you to do, as far as these matters go? A. Of course, he don't have to tell you anything to quit work, but as long as he told me it is non-union, I know what I have to do.

XQ99. Then why did you ask for instructions? A. Of course, I have to ask for instructions.

XQ100. Why, if you knew you had to quit work 6908
anyway, why did you ask him what you should do? A. Because we have to get paid for it.

XQ101. You mean, paid strike benefits? A. That is why I asked him.

XQ102. You did not ask him about strike benefits? A. On the next day I asked.

XQ103. That time, why did you ask him for what you should do? A. I asked him what I should do and he said "Come down to the office."

XQ104. If you knew you had to quit work anyway, why did you ask him what you should do?

Mr. Maloney: He has already answered the 6909
question, because they had to get their pay.

A. I got to ask him.

XQ105. What do you mean, you got to ask him? A. I got to ask him what we shall do. We did not know it is going to be a strike, or so and so.

XQ106. You did not know whether or not you would be expected to quit work on that particular job?

6910 Mr. Maloney: I object to your putting answers into the witness's mouth. He said to get his pay.

A. Of course not.

XQ107. Mr. Anderson was your official representative? A. Yes, sir.

XQ108. You looked to him for instructions on these matters? A. Yes, sir.

XQ109. And if he said stay to work, you would have stayed at work, wouldn't you? A. Of course.

XQ110. Even though it was non-union material? A. Oh, no.

6911 XQ111. When he said to go back to work, you went back, didn't you? A. When he said "Go back to work," he said "That's the decision from the United States Court, from the Judge."

XQ112. Why didn't you say that when I asked you what Anderson said to you? Do you mean to say you would not go back to work on non-union trim under instructions from the delegate? A. No.

XQ113. If Anderson had said to you to continue at work, wouldn't you have stayed there?

6912 Mr. Maloney: Let us dodge this problematical stuff.

A. I don't understand.

XQ114. If Anderson had told you to remain at work, wouldn't you have stayed there?

Mr. Maloney: You are not obliged to answer questions as to what might have happened, but only as to what took place there and what was said and done.

He did not tell you, did he?

The Witness: He never told me. 6613

Mr. Maloney: Then do not pay any attention.

XQ115. Wouldn't you work on non-union sash if you knew it was non-union? A. No.

XQ116. Wouldn't you work on non-union sash under 1⅜ inches thick if you knew it was non-union? A. I wouldn't work at all if it was non-union trim.

XQ117. You wouldn't work on non-union trim of any kind? A. Not on anything belonging to the building trade.

XQ118. Even though your Council or Union had entered into an agreement that you should work on it? A. I don't know about that. 6914

XQ119. Do you know anything about it? I take it that you would not work on sash less than 1⅜ thick, even though your Joint District Council had made an agreement that the members of the Union would work on it?

Mr. Maloney: He said he did not know anything about it.

Objected to as immaterial, and the witness has already answered that he did not know about that. 6615

A. (No answer.)

XQ120. And you would not work on sash less than 1¾ thick if it were non-union? A. What is the dieffrence between 1¾ or 4 inches thick?

XQ121. It doesn't make any difference to you? A. No.

XQ122. You would not work on any of it? A. No.

6916 XQ123. Have you ever served in any official capacity? Have you ever held any office? A. No, sir.

XQ124. None beyond that of a picket? A. No, sir.

XQ125. Ever been picket before? A. No.

XQ126. Did you know that your organization had made agreements to the effect that union men would erect sash less than 1⅜ inches thick? A. I don't know.

XQ127. You did not know it? A. No.

XQ128. And it would not make any difference to you whether your organization had made such
6917 an agreement or not, you would not work on it if it were non-union? A. I don't know.

XQ129. Can't you answer the question? A. I don't know what to answer.

XQ130. What do you mean by "I don't know" —you don't know what you would do? (To stenographer: You had better read the question.) A. I understand what you asked me. I don't know what could happen. I only could tell you what passed.

XQ131. Mr. Stern, did the men who quit work hang around the job after they quit work? A. They used to come around.

6918 XQ132. How long did they continue to come around the job? A. They used to come around in the morning for a while and then go away.

XQ133. Were they waiting for the matter to be settled? A. Oh, of course.

XQ134. Expecting to go back to work when it was settled? A. Yes.

XQ135. Were you expecting to go back to work when it was settled? A. If it was settled.

XQ136. Even though non-union material was on 6919
the job? A. Well, we expected it would be settled anyway.

XQ137. Suppose it had been settled? A. Then we would go to work.

XQ138. Even though the non-union trim was on the job? A. We would not go to work if it was to be non-union trim, maybe the shop would be unionized.

XQ139. You would not go to work if the non-union trim was on the job, even though the matter had been settled? A. It might be the shop would be unionized at the same time.

XQ140. That would not unionize the trim that 6920
was on the job, would it? The material would still be non-union, wouldn't it?

Mr. Maloney: He said the shop would be unionized; that means, where the material came from.

(No answer.)

XQ141. Did you ever inquire of any of your employers as to whether the trim on the building was union or non-union? A. No.

XQ142. You never made such an inquiry? A. 6921
No, sir.

XQ143. If you are only willing to work on union trim, why don't you inquire before you go on the job whether the trim is union or non-union? A. It is none of my business.

XQ144. You take your chances on it? A. No chances at all, that is why we have a representative.

XQ145. And you leave that entirely up to your representative? A. Yes.

6922 XQ146. And if your representative does not call it to your attention that the material is non-union, you remain at work? A. That is right.

XQ147. Now, Anderson said to you that it was the decision of the Court that you should go back to work? A. Yes.

XQ148. Did he say the Court directed you to go back to work? Just what did he say? A. That is what he said: he said "You should go back to work."

XQ149. "You should go back to work"? A. It was the decision of the Judge that you have got to go back to work.

6923 XQ150. But didn't he, as a matter of fact, say to you that you could go back to work? A. I don't know, I don't remember.

XQ151. You don't remember which he said? A. Well, I answered that question.

XQ152. Well, you answered that he said to you that it was the decision of the Court you had got to go back to work.

Mr. Maloney: What is the use of taking advantage of the particular expressions this witness used. It is plain he answered specifically three times that Mr. Anderson told him he
6924 should go back because the United States Circuit Court Judge made such rule or decision. He has answered that several times and I object to the expressions being taken advantage of.

XQ153. You heard Mr. Anderson testify that he stated to you that you could go back to work?

Mr. Maloney: Mr. Anderson said nothing of the kind.

Mr. Merritt: The record will show. 6925

A. When did I hear it, here?

XQ154. Yes. A. I did not hear it.

XQ155. You did not hear it? A. No; maybe I was out that time.

XQ156. But that is not your best recollection of what he said?

Mr. Maloney: I object to this as highly improper.

A. No. I don't know what to answer. I answered more than once. 6926

Mr. Beattie: He has answered half a dozen times.

XQ157. According to your best recollection, Anderson did not say to you you could go back to work? A. I answered once, it is no use to answer six times.

XQ158. Won't you answer that question? A. I refuse to answer it too many times.

Subscribed and sworn to before me this day of

6927

It is hereby stipulated that the time of the defendants to take testimony in this case be and the same hereby is extended to and including the 31st day of October, 1912, and entry of an order upon this stipulation is waived.

Hearing adjourned to Tuesday, July 2, 1912, 11 A. M.

6928 PAINE VS. NEAL.

Hearing resumed, Tuesday, July 2, 1912, 11 A. M., at the same place.

Present:

THE COMMISSIONER,
MR. BEATTIE,
MR. MALONEY,
MR. MAYER,
MR. MERRITT.

HENRY W. BLUMENBERG, a witness called on be-
6929 half of defendants, being duly sworn, testified as follows:

Direct examination by Mr. Beattie—

Q1. Do you remember a building that was in the course of construction in the summer of 1910 on 53rd Street, between 3rd and Lexington Avenues, owned by Peter Joseph Groll? A. I do.

Q2. At that time what office did you hold in the Brotherhood of Carpenters? A. Business agent of the Brotherhood of Carpenters.

Q3. And was Mr. Storey at that time also a business agent of the Brotherhood of Carpenters? A. He was.

6930 Q4. Did you go to see Mr. Groll in connection that that building with Mr. Storey, and if so how often? A. Three times, I believe; about two or three times.

Q5. Did you hear the conversation between Mr. Storey and Mr. Groll in regard to the building? A. I did.

Q6. Did you hear Mr. Storey say anything

about taking the men off, or other trades off that building? A. I did not. 6931

Q7. What did Mr. Storey say to Mr. Groll in regard to carpenters employed there? A. He simply told him that it was non-union material; and he also informed him at the first time I was there that it was claimed that there were tools lost by the plasterers.

Q8. I mean now as to the carpenters, about whether they continued work on the building; was anything said as to that? A. Mr. Groll said why didn't he leave the men go back to work, and Mr. Storey told him it was up to the men themselves to go back to work, that he had absolutely nothing to do with it. Mr. Storey said it to Mr. Groll at the time. 6932

Q9. At that time what other offices did you hold in connection with the union trade? A. Well, I was in the Board of Business Agents; I was on several committees, committees that were in at that time.

Q10. The Grievance Committee? A. I say, it was the Grievance Committee.

Q11. Do you know whether there was any grievance of other trades brought to the attention of the Board of Business Agents about this period in connection with that job? A. Yes. Prior to Mr. Storey filing his grievance, the plasterers had a grievance on the building, on the premises, for a tool claim. Some of the carpenters had lost their tools and filed a grievance in the Board of Business Agents for a tool claim, and to be reimbursed for the loss of the tools. There was another grievance some time later. You mean, other trades? Mr. Storey filed a complaint, a grievance, 6933

6934 on account of non-union men on the job, and the painter also filed a grievance, at least he complained about it in the board, about non-union men on the job. I suppose it was the painters.

Q12. Were all these different complaints made about during the same period, about the period the men struck on the building? A. Yes, all around that time. The plasterers were the first ones, that was to the best of my recollection. If you want to get the time, about four days or a week prior to Mr. Storey putting in his grievance of non-union men on the job.

6935 Q13. As a member of the Grievance Committee of the Board of Business Agents, work, complaint or grievances considered against non-union trim? A. Absolutely not.

Q14. That is to say, other trades would not go out in sympathy on that sort of a complaint?

Mr. Merritt: I object to the form.

A. Certainly not. I know, because I was Chairman of the Board of Business Agents prior to this. I certainly know the laws of the board; there is absolutely not any that the other trades shall interfere to call sympathetic strikes on account

6936 of non-union trim, and I as one of the carpenters saw that they always lived up to it while I was in the chair.

Mr. Merritt: I move that be stricken out.

Q15. How long were you business agent, Mr. Blumenberg? A. About four years, or four and a half, about four years.

Q16. Is the trim which union carpenters will put

out in this city limited to union mills, which work 8 hours or less a week? A. No, sir. You mean the trim that is put up in the City of New York? 6937

Q17. Yes. A. No, absolutely no, not forty-eight hours.

Q18. Do you put up trim of mills unionized up to how many hours a week? A. I believe fifty-four hours. Up the State though not in New York. Anywhere, all over the country, as long as they are union mills. We have any amount of those mills.

Q19. The mills are really divided, are they not, into 44, 48 and 54 hour classes? A. Yes. 6938

Q20. And they are all unionized under these different conditions? A. Yes, under the conditions of the locality where they are situated.

Q21. Can you name any 54 hour mills where the material was put up here? A. Certainly, Kertscher worked 54 hours, Jamestown Mantal Company, and Batabia—a number of other mills out of town.

Q22. How about the Iroquis? A. They worked 54.

Q23. Conway Veneer Door Co.? A. I believe they work over 50 hours anyway. I am not positive. They are all mills that work over 48 hours, that they work over 48 hours. 6939

By Mr. Mayer—

Q24. What do you mean by working over 48 hours? A. A week, 48 hours a week.

By Mr. Beattie—

Q25. About when did Storey die? John Storey,

6940 the business agent? A. He died February 24, a year ago this last February.

Q26. February 24, 1911? A. 1911.

Q27. That was after this building had been completed by Groll, wasn't it? A. Well, I did not keep tabs on the building whether it was completed in February. I don't know whether all the trades were out of there then. I don't know whether the paper hangers had anything to do.

Q28. That Groll job was really under the jurisdiction of Mr. Storey, as business agent? A. It was under his jurisdiction.

6941 Q29. And how did you come to go there with him? A. It happened this way; we met at the Board of Business Agents. We used to go away together. The board met at 54th Street and 3rd Avenue. We used to walk around. The board adjourned around noon, and he would say I want to stop over there and see the job. I used to go over with him and we would have lunch together. Sometimes we met Mr. Groll and went and had a drink with him at the corner of Lexington Avenue.

Q30. You have known Mr. Groll for a number of years? A. Certainly have.

6942 Q31. How many? A. Certainly five years.

Q32. You are on good terms with him yet? A. Always.

Q33. Are you a party to any conspiracy to injury any of the complainants in this case?

Mr. Merritt: Objected to as calling for a conclusion.

A. What complainants?

Q34. The complainants are the Paine Lumber

Henry W. Blumenberg, for Defendants—Cross.

Co., Ltd., Gould Manufacturing Co., R. McMillen 6943
Co., Morgan Co., Lothman Cypress Co., Curtis & Yale, W. D. Crooks & Son, and Bristol Door & Lumber Co. A. I certainly am not.

Q35. In any of these matters you have testified to, have you had any intent to injure any of those complainants? A. I? No, sir.

Q36. Did you ever hear of any of them until this suit was brought? A. No, sir, not to my recollection. I may have heard of the Paine Door Co., seen advertisements.

Q37. You never heard of any of the others? A. No, none of them. Maybe one of them, but it is not in my mind. The Paine Door Co. is about the 6944
only one.

Cross-examination by Mr. Merritt—

XQ38. Do you know of your knowledge, Mr. Blumenberg, that none of the country mills which are unionized work over 54 hours? A. Well, they may. I am not positive of that.

XQ39. There may be other mills in other parts of the country which are recognized by the Brotherhood as being union where the men work over 54 hours? A. There may be.

XQ40. Do you know what the conditions are in 6945
the Gilmour Door Company? A. No, sir, I do not.

Q41. Do you know of the company? A. I have heard the name.

Q42. Where is it located? A. I don't know.

Q43. Is it a union mill? A. Well, you've got me, I don't know whether it is or not.

XQ44. How about the Champlain Door Company? A. Never heard of that one.

XQ45. You don't know whether that is a union

6946 mill? A. Never heard of it, not during my time as business agent. Of course, I have not been in in the last year; I don't know, I haven't bothered with it.

XQ46. Where does the Iroquis have its factories? A. They have it up the State somewheres, I don't know the town.

XQ47. Somewhere in New York State? A. I believe so.

XQ48. Those are the only factories you know operated by them? A. That is the only one I know. I have heard talk about it. I don't know positively, it's only hearsay, that the factory's up

6947 above. I met a representative of this mill on the job. His name is Soloman or Salmon—Salmon. I only saw the gentleman once.

XQ49. A perfectly friendly meeting with him? A. Well, just happened to meet him and a party, I don't know who it was, introduced me, it was a carpenter boss introduced me to him. Just told me this was Mr. Salmon—whatever his name was—and just introduced me to him.

XQ50. Were you a business agent four and a half consecutive years? A. Four, four and a half, I am not positive of that.

6948 XQ51. What years would that include? It included up to a year ago? A. This July 1st a year ago.

XQ52. You were a business agent from somewhere about January, 1907, to July, 1911, as near as you can recollect it? A. Just about.

XQ53. The business agents are elected every six months, are they not? A. Yes, sir.

XQ54. Go into office on the first of January and first of July each year? A. The first meeting

after the District Council meeting, the first of July, maybe the fourth, this time it would be the third. 6949

XQ55. Then during all that period you were a business agent for Manhattan? A. For Manhattan.

XQ56. Does that mean that your duties were limited to Manhattan? A. Limited to Manhattan.

XQ57. You stated you were a member of the Grievance Committee? A. Well, some committee, I believe it was the Grievance Committee, I have forgotten, it was a few years ago. I don't keep track; I was on a number of committes in the Board of Business Agents. 6950

XQ58. Were you a member of the Strike Committee of the Joint District Council? A. No.

XQ59. What do you mean by the Grievance Committee? Isn't that the same as the Strike Committee of the Joint District Council? A. No, they only handled grievances. If there is a dispute on the building between different trades and it cannot be adjusted amongst the delegates themselves, then it is referred to the Grievance Committee, Board of Business Agents. It has absolutely nothing to do with the Carpenters' Organization, whatsoever. 6951

XQ60. The Grievance Committee you are referring to is the Grievance Committee of the Board of Business Agents? A. That's it.

XQ61. You have never been on the Grievance or Strike Committee of the Carpenters' District Council? A. No, sir.

XQ62. You have made reports to it from time to time? A. Yes, at different times.

XQ63. Written reports? A. No.

6952 XQ64. Never made any written reports? A. No.

XQ65. Never left any report that was filed? A. No, sir. Always made verbal reports.

XQ66. Well, during all this period when you were a business agent, did you report to this Strike Committee from time to time? A. Different cases which were assigned to me, yes.

XQ67. Were you open to instructions from them? A. Well, such as if a member lost his tools or had waiting time and did not get paid, naturally that went to the committee and they referred it to the business agent of whatever district the job
6953 was located in, and I had to try and get the man reimbursed for his tools or get his wages or whatever it may have been. Of course, I had to report it back.

XQ68. I did not mean to ask you to name all the different kinds of duties that might be referred to you; but did the Strike Committee from time to time instruct you as to what you were to do and the jobs you were to go to? A. In cases like I have cited, yes.

XQ69. Only that kind of cases? A. That is about all.

6954 XQ70. Never had them refer to you any cases where you were to take the men off the job? A. No, they never told me to take them off.

XQ71. And you never reported to them that you had taken the men off the job? A. If I did, I would report it, maybe I would report it.

XQ72. You have reported to them from time to time that you had taken men off the job? A. Not to my knowledge, no.

XQ73. You would know if you had done it, 6955
wouldn't you? A. I certainly would.

XQ74. But you may have reported to them that you took them off on account of insufficient wages or non-union men? A. Yes, I may have reported to them, or I may not have reported to them; sometimes I did and sometimes I did n

XQ75. You don't recall whether or not you made such reports to them? A. I did make them from time to time.

XQ76. What did these reports cover besides what you have enumerated? A. Those were the only reports I would make to them. If I got a 6956
complaint, to go and adjust it, to see that the men were paid, I had to report it back to them; if I got it off the man individually I would not have to report it at all.

XQ77. Those were the only matters that you reported back to the Strike Committee of the Joint District Council? A. To the best of my knowledge, yes.

XQ78. And do you know that you have not reported back to them at any time that you have taken the men off on account of non-union trim or woodwork? A. I think so. I never took men off on account of non-union trim, not in my dis- 6957
trict.

XQ79. You never did? A. No, not on account of non-union trim.

XQ80. During all the times when you have been a business agent, you have never taken the men off on account of non-union trim or woodwork? A. No, I did not, no, sir.

XQ81. And you never reported to the Strike Committee of the Joint District Council that you

6958 had taken men off on that account? A. I did not have any cause to do it.

XQ82. Did you ever direct men to return to work who had left their job on account of non-union trim? A. No, not to my knowledge.

XQ83. Did you ever report to that effect to the Council or Strike Committee of the Joint District Council? A. Not that I know of.

XQ84. Isn't it the practice of the business agents to take men off the job on account of non-union trim? A. Is it the practice of the business agents. Not to my knowledge.

XQ85. Never heard of such a thing? A. Well,
6959 I don't know anything about the others, I am talking for myself.

XQ86. I am asking you if you ever heard of such a thing? A. No, sir, I did not. I am never in contact with the other business agents of other boroughs, etc.

XQ87. But you come in contact with other business agents in the same borough? A. Yes, occasionally, certainly; Manhattan, that's all.

XQ88. You are positive that you never filed any written reports with the Strike Committee of the Joint District Council as to your duties as
6960 business agents? A. I don't believe I have; I don't remember ever filing any.

XQ89. Your recollection is pretty good as to what happened while you were business agent? A. Pretty fair, of course, there are things you may forget.

XQ90. Now you referred to a law of the Building Trades Council which forbid you or forbid the council calling strikes on account of non-union

trim. Where will that law be found? A. I mean 6661
the Board of Business Agents.

XQ92. Where will the law be found as to the Board of Business Agents not calling strikes on account of non-union trim? A. That time it was the Manhattan Board of Business Agents, when I was Chairman. Now they have the United Board of Business Agents. I can't speak for them. The Manhattan Board of Business Agents went out of existence, I believe, a year and a half ago.

XQ93. About January, 1911? A. Something like that, January, maybe February, I am not positive of that, or March. 6962

XQ94. And that law is a matter of record, that they should not call strikes on account of non-union trim? A. If you give me time I may give you the exact date when it did go out of business —April 5, 1910.

XQ95. That is over two years ago? A. Something like that.

XQ96. And the Manhattan Board of Business Agents had a law which forbid calling strikes on account of non-union trim. Was that law written into their constitution? A. No, I don't think it was. It may have been, at that.

XQ97. Where was it to be found? A. We had 6663
that amongst ourselves; at the forming of the Board we decided that there was positively to be no strikes on account of non-union material.

XQ98. But that did not apply to strikes called on account of non-union men? A. No.

XQ99. And you did have a rule in regard to calling strikes where non-union men were employed? A. Yes.

6964 XQ100. And that included strikes of any of the trades working on the building if any non-union men were employed on the building? A. If any non-union men were employed on the building, yes.

XQ101. So that under your laws, any trades affiliated with your Board of Business Agents which had men employed on any building would be called out on strike if a non-union carpenter were employed, for instance?

Mr. Maloney: I object to that as including in the question and leading the witness to
6965 answer apparently that there were sympathetic strikes called by the carpenters of other trades, whereas there is nothing in his answers so far to indicate that the organization had any such purpose, object, by-law or rule, when the real fact is that they did not call sympathetic strikes and never had.

Do you understand the question?

The Witness: I understand it this way—if it was on account of non-union men, if it was not on account of anything else; for instance, we had cases where there was non-union tile put in and then non-union men, and
6966 of course, we would not pull, because then the pull would be only on account of this unfair material, and we had, not just a law, but we had agreed upon it that we would not stop a job on account of unfair material.

XQ102. Do you mean to testify, Mr. Blumenberg, that if non-union men were put on a building to install non-union material, that no strike could be called by the Building Trades Council?

A. The Board of Business Agents would not take 6967
the men out, at least, during my time they would not, not in a case like that.

XQ103. Then as long as non-union men were working on non-union material, you would not act under your laws? A. No, sir, not at the time I was in the Board, positively no.

XQ104. And you were in the Board up to April, 1910? A. About that, yes, sir; up to the end of June; it was a year ago this July 1st that I went out of office.

XQ105. Can you give me an instance where the Board of Business Agents ever refused to call a 6968
strike against non-union men because they were putting up non-union material? A. I know there were several of them, but I don't know just the location where they were. If you give me a little time I may think of it.

XQ106. I want to get the information so that I can verify your statement. A. I believe the Groll job was one where the Board refused to pull. Of course, that was not in my district, but I know that the Board refused to take the men out because of the non-union material on it.

XQ107. Storey filed a complaint, you say, on account of non-union men? A. Yes. 6969

XQ108. And you say the complaint was contrary to the rules of the Building Trades Council? A. Yes.

XQ109. And you refused to consider it in any way? A. Yes, sir; if the trim was concerned, not only trim alone, but if there was any other non-union material involved in the thing, why, the Board certainly did not refuse to consider it.

XQ110. Do you testify that in this particular in-

6970 stance, where a complaint was filed on account of non-union carpenters, that your Board of Grievances refused to consider it? A. The Board of Business Agents.

XQ111. They refused to consider it? A. I believe they did; it was not any grievance, it was Mr. Storey.

XQ112. Are you sure of it? A. I am not sure; how can I be sure; it was Mr. Storey who attended to it.

XQ113. You were not present at the meetings? A. Sometimes I was and sometimes I was not.

6971 XQ114. Don't you know what took place when you were there? A. Yes.

XQ115. I am asking you if you were present when this particular complaint was considered? A. I may have been; it was in the ante room; I was in the different committees, but I don't know what was going on in the main room.

XQ116. How do you know Mr. Storey filed a grievance on account of non-union men? A. I was there when he filed the grievance, that was all; he files that and it is read off.

XQ117. Filed it in writing? A. I believe he did. I don't know. I have heard the mention made,

6972 that's all. I believe it is filed in writing; they usually have a form for that.

XQ118. You are prepared to testify that in every instance where non-union men are employed on buildings to erect or install non-union material of any kind, the Board of Business Agents during the period that you held office would absolutely refuse to act on the matter? A. Yes, sir.

XQ119. And they would refuse to act on a griev-

ance against the employer of non-union men as long as the non-union men weer employed to install the non-union material? A. That was practically the sense of our agreement. 6973

XQ120. Was it absolutely the sense? A. Yes, absolutely.

XQ121. And you have in mind that there were a number of occasions where you absolutely refused to act in a matter of this kind because the non-union men were handling non-union material? A. Yes, sir.

XQ122. Can you state, Mr. Blumenberg, where the same is true as to the Building Trades Council? A. Building Trades Council? There is no Building Trades Council. 6974

XQ123. When did it go out of existence? A. About a year ago or so.

XQ124. Well, is the same true as to the Building Trades Council when it was in existence? A. I don't know anything about the Building Trades Council. I was a member of the Board of Business Agents.

XQ125. Then, as far as you know, the Building Trades Council might have called strikes on account of the employment of non-union men who were installing non-union material? 6975

Mr. Mayer: I object; it calls for a conclusion on the part of the witness. He has distinctly stated he does not know anything about the Building Trades Council.

XQ126. Are you familiar with the Constitution of the Building Trades Council? A. No, I am not familiar with it, no.

6976 XQ127. Ever read it? A. I have seen copies of it, yes.

XQ128. Wasn't the Board of Business Agents a part of the Building Trades Council? A. Well, yes, I believe they were in some sense, because the same organizations were affiliated with the Council and the Board also. You had to be affiliated with the Council in order to get into the Board of Business Agents.

XQ129. Have you been able to think, Mr. Blumenberg, of the instances where the Board of Business Agents refused to call a strike on account of non-union men because the non-union men were
6977 installing non-union material? A. There were such a few of those jobs.

XQ130. According to your testimony, if non-union material is used on a job, open shop conditions can prevail as far as the Baord of Business Agents is concerned? A. On that one particular trade, whoever may have the non-union material on the job; not on the other trades. For instance, say the carpenter has non-union material on the job, and non-union men go in, why, the other trades won't interfere, but if non-union plumbers go into the job, then they have a right to strike the job.

6978 XQ131. You knew the constitution of the Building Trades Council provided that only non-union men should be employed on any of the buildings, did you not? A. I believe there is something like that.

XQ132. And impose a penalty on any union that did not enforce these conditions? A. I am not sure of that: It is some time since I have had one of those constitutions.

XQ133. Where non-union material is used on a 6979
building, this rule of the constitution of the Building Trades Council—— A. I don't know anything of the Constitution of the Building Trades Council; all I know about is the rules of the Board of Business Agents.

XQ134. You said you knew that the Constitution of the Building Trades Council provided for the employment of union men? A. Oh, yes.

XQ135. Then were non-union trim is used, that rule is disregarded as far as the particular trade goes where the non-union material is used? A. Amongst the Board of Business Agents, yes.

XQ136. Well, the Board of Business Agents 6980
is subordinate to the Building Trades Council, isn't it? A. No, sir.

XQ137. I am talking about the conditions when the Building Trades Council was in existence. A. Well, sometimes it was and sometimes it was not. The Board of Business Agents did what they thought was right for the benefit of the organizations they represented.

XQ138. And they acted independently of the Building Trades Council at times? A. They did lots of times, yes, that is why the Building Trades Council went out of business. We wouldn't do 6981
what the laymen told us to do, but what we thought was right for the organization that paid us.

XQ139. What is the situation to-day? You say that the Building Trades Council has gone out of existence? What has taken its place? A. Nothing has taken its place.

XQ140. Has there been any change in the United Board of Business Agents? A. I cannot tell, because I am not in the Board.

6982 XQ141. You went out of office when the Building Trades Council came to an end? A. About that time, yes, sir.

XQ142. Is the name of the Board of Business Agents the same as it was before—the United Board of Business Agents? A. I believe it is, yes.

XQ143. You don't know whether there has been any fundamental change in its Constitution?

Mr. Beattie: Why not look it up? Give it exact. He can tell by his card. The Building Trades Council is out of existence and no
6983 body has taken its place. The Board of Business Agents is now a different body, called the Executive Council of the United Board of Business Agents of Greater New York and Long Island.

XQ144. Then there is one United Board of Business Agents which covers all the boroughs of Greater New York? A. Executive Council of the United Board of Business Agents.

XQ145. That Executive Council of the United Board of Business Agents covers all the boroughs of Greater New York? A. The Executive Coun-
6984 cil does, yes, sir.

XQ146. Who is Secretary of it? A. Roswell D. Tompkins.

XQ147. The same man who was Secretary of the Building Trades Council? A. Yes, sir.

XQ148. And you don't know whether they have adopted an entirely new Constitution or not? A. No, sir, I don't.

XQ149. Have you a copy of the Constitution

with you, of the Executive Council of the United Board of Business Agents? A. No. 6985

XQ150. Now you say you went with Mr. Storey to the Groll job two or three times? A. Yes, sir.

XQ151. And you gave the conversation which took place between Mr. Storey and Mr. Groll, in part? A. In part.

XQ152. Do you know whether or not Mr. Storey went there on other occasions when you were not there with him? A. He may have on other occasions, certainly.

XQ153. This conversation you refer to took place on one occasion only? A. One or two occasions, yes. 6986

XQ154. You did not hear Mr. Storey say anything about taking the men off? A. No, I did not.

XQ155. What other offices have you held in the Carpenters' Union other than what you have stated? A. I was Clerk of the Court at one time.

XQ156. Which court? A. Clerk of the Manhattan Borough Court. That was prior to my being a business agent. I was on the Arbitration Committee or Committee of Eight, as they were called at that time, to confer with the Master Carpenters in regard to signing agreements, etc., to take up any disputes that we had. That is about all. I acted as temporary secretary on one or two occasions. 6987

XQ157. Do you know whether or not any men or boys have been employed by the Joint District Council to trace unfair woodwork? A. No, not to my knowledge.

XQ158. Never heard of such a thing? A. No.

XQ159. You never received any information

6988 from anyone employed for that purpose? A. No, sir.

XQ160. Did you ever sign any agreements with any builders or manufacturers? A. Yes. Signed them with builders or carpenters, bosses, with the bosses.

XQ161. Have you ever signed any agreements with bosses wherein they agreed not to use non-union woodwork? A. I may have.

XQ162. Well, have you? A. I think I have, yes.

XQ163. What did you do with the agreements after you signed them? A. Well, I kept them for a while after they were signed up for a year, after
6989 the year was over, why, they were no good any more. I don't know whether I tore them up or burned them or something like that.

XQ164. You did not turn them in to any officer of the Joint District Council? A. I may have turned some of them in, yes, if there was a bond attached to it, to live up to the union conditions, I turned them in then.

XQ165. But if there was no bond attached, you don't think you would have turned them in? A. I don't think I did.

XQ166. What form were these bonds in that
6990 you refer to? A. Do you want me to explain it to you?

XQ167. Yes. A. These bonds, sometimes we would get bosses paying less than the standard rate of wages——

XQ168. I am talking now about the agreements concerning non-union woodwork. A. I never asked any bonds for that.

XQ169. You never have? A. No.

XQ170. Never received any bonds? A. Not me.

XQ171. Nor cash or certified checks? A. Not in regard to woodwork. 6991

Re-direct examination by Mr. Maloney—

RDQ172. Groll is the man that represented to the working men that he had purchased his union trim from some firm down in Pennsylvania, and that it was a union shop, didn't he?

Mr. Merritt: Objected to as leading.

A. Yes.

RDQ173. And the men investigated that and found out that it was not true? 6992

Mr. Merritt: Same objection.

A. Yes, sir.

RDQ174. As I understand it, when you have been speaking of yourself as a member of the Board of Business Agents, you don't mean that you were one of a number of business agents of the Carpenters' Union? A. I was a member of the whole Board of Business Agents.

RDQ175. But that Board you speak of was composed of business agents of various trades? A. Yes, sir.

6993

RDQ176. So that wherever you have referred to yourself as being a member of the Board of Business Agents, you mean that you were the Carpenters business agent on that Board of a number of trades? A. Yes, sir. One of the Carpenters' business agents.

RDQ177. Mr. Groll testified here (page 1674) that Storey told him that the object of the meeting (I don't know what meeting he is referring to)

6994 was for the purpose of "striking the other trades and trying to compel me to rip out all the trim and put in other trim of union men." Did you ever hear Storey say that to him? A. No, sir.

RDQ178. Did you, as the Carpenters' representative on the Board of Business Agents which you have testified to, call a strike of any other trades on Groll's job? A. No, sir, I did not.

RDQ179. Did the Carpenters have anything to do, directly or indirectly, with the calling of the strike of any other trades on that job of Groll's? A. No, sir, not to my knowledge.

RDQ180. You were a member of this Board of
6995 Business Agents which would have had knowledge of a strike if a strike was called of other trades? A. Yes, the Board of Business Agents would have knowledge, certainly.

By Mr. Merritt—

RXQ181. You testified you were not present at the meetings, didn't you? A. I may not have been present at some meetings.

By Mr. Maloney—

RDQ182. It was a fact, was it not, that Storey's
6996 complaint against the Groll job was that he had non-union men employed there? A. I believe it was, yes.

RDQ183. That was the statement that was made at this meeting that you attended? A. Yes, sir.

Mr. Merritt: He said he did not attend the meetings.

Mr. Maloney: On your examination, not the same meeting.

The Witness: A meeting between Mr. 6997
Groll and Mr. Storey on the corner.

Mr. Maloney: I am referring to the answers which the witness made in answer to Mr. Merritt, where he asked him if the complaint was made in writing. He was not sure whether it was made in writing, but he heard the complaint made there, that it was non-union men.

Mr. Merritt: That was not a meeting.

By Mr. Merritt—

RXQ184. You were not present at the meeting 6998
when this complaint of Mr. Storey's was discussed; as I understand it, you so testified, did you not?

Mr. Maloney: Don't interrupt my examination.

By Mr. Maloney—

RDQ185. Now, what meeting are you referring to? A. The meeting that I was referring to was the meeting between Mr. Groll, Mr. Storey and myself.

RDQ186. On Groll's job? A. On Groll's job, 6999
that is where Mr. Storey told me that he had non-union men on the job.

RDQ187. Where was this job? A. North side 53rd Street, between Third and Lexington; I don't know the number of the house; it was about the middle of the block.

RDQ188. That is the same job that Groll represented that he was buying the union material from a union shop in Pennsylvania and which the men found out was not a union shop?

7000 Mr. Merritt: Objected to as leading.

A. That is the same job.

By Mr. Beattie—

RDQ189. You have used such expressions as "take the men off," "pull a job," "order them back," "won't let them work"—such expressions as that are quite common, aren't they, regardless of what really happens on the job, isn't it? A. Yes.

RDQ190. A short way of stating what really occurred? A. A slang way.

7001 RDQ191. But as business agent for four and a half years, whenever there was any question of trim arising and you had to speak to the carpenters, what usually happened, what would you do about it? A. You mean if there was unfair trim on the premises, on the job?

RDQ192. Yes. Or trim that you doubted the fairness of. What was the regular course of talk on your part and the carpenters? A. The regular course that I used, I informed the men that I found non-union material on the job, and they should govern themselves accordingly.

7002 RDQ193. Isn't that one of the duties of a business agent, to ascertain if he can, whether the trim is union or not and to tell the men? A. It is one of the duties.

RDQ194. Then, when you get down to the Board of Business Agents, as I take it, to make the thing short, they use such words as "take them off," "pull," "order them back to work," etc., regardless of whether such expressions cover what really happened on the job?

Mr. Merritt: Objected to as leading. 7003

A. Yes, sir.

By Mr. Maloney—

RDQ195. When you in answer to Mr. Beattie's questions in regard to your going in the job as a business agent and informing the men that it was non-union trim, if you found or believed it to be such—that was as the business agent of the Carpenters and not as a member of this Board of Business Agents? A. Why, certainly as a business agent of the people who paid me, the Carpenters. 7004

By Mr. Beattie—

RDQ196. There is no way ordinarily that a carpenter can ascertain whether trim is union or non-union when he gets on the job, is there, unless you people inform him, or the owner informs him? A. Informs whom?

RDQ197. The journeyman carpenter. A. The men find it out themselves at times.

RDQ198. They do sometimes? A. Sometimes.

RDQ199. And what do they usually do? 7005

Mr. Merritt: I object to that as stating things concerning the conduct of men generally, no foundation laid whatever to show that he has ever known of such instances.

A. They usually stop work.

RDQ200. Has that happened in a number of cases that you know of? A. Well, it has happened, but I don't know just where it was, not

7006 in my district, but I know it has happened that the men came down and reported at the office between 8 and 9 o'clock in the morning.

RDQ201. You were there when they made these reports?

Mr. Merritt: Objected to, hearsay.

A. Yes, sir.

Mr. Merritt: I move that the answer be stricken out as the witness has only testified what somebody else has said.

7007 *By Mr. Beattie—*

RDQ202. You know that these men are under agreement by virtue of their Constitution not to put up non-union trim, aren't they? A. They are under that.

RDQ203. And you inform them whenever you find it out that it is non-union? A. They govern themselves accordingly, they know the law as well as I do.

RDQ204. Can you ascertain by that card about the time the Building Trades Council went out of existence—does that tell you about the time (referring to witness's working card)—is that

7008 a card under the new system? A. Under the new system. No, it does not state.

RDQ205. It was within the last four or five months, wasn't it? A. Six months. I am not positive of that.

RDQ206. And naturally, the Constitution went with the body? There was no body left to carry on the Constitution which is introduced in evidence

here as Comp. Ex. 36? A. No, sir. You mean the Constitution of the Building Trades Council- 7009

RDQ207. Yes. A. No.

RDQ208. Do you know whether the United Board of Business Agents went out of existence at the same time with the Building Trades Council went out? A. No, sir.

RDQ209. You don't know? A. No, sir, I don't know.

By Mr. Merritt—

RXQ210. You say the usual expression used by business agents is that they have "taken the men off the job," "pulled the men off," or "have ordered them back to work," etc. A. You mean the terms used by the business agents when they get on the job or during the meetings? 7010

RXQ211. Yes. A. Yes, sir.

RXQ212. You have known business agents to use words like that? A. Yes, sir.

RXQ213. In connection with non-union trim? A. Well, I don't know as they just used it in connection with non-union trim. As I told you with non-union trim they won't pull the men for you, they tell you they can't pull the job.

RXQ214. In connection with non-union trim, they tell you, you can't pull the job? A. Yes. 7011

RXQ215. And then, in connection with non-union trim, they never use the words "take the men off the job." A. How can they use the words?

RXQ216. And they never use the words "pull men off the jobs"? A. No, sir.

RXQ217. They never use these words except where they mean that they have ordered the men out on strike? A. That's all.

7012 RXQ218. So whenever you find a business agent has used the words he has "taken the men off" or "pulled the men off" the job, that means that he has ordered them out on strike? A. Yes, if he uses that term it means that he took them off, stopped the men.

RXQ219. That isn't what you mean when the business agent sometimes goes on the job and says "there is non-union trim on the job"? A. How do you mean?

RXQ220. That is not the phrase you use when the business agent simply goes on the job and tells the men there is non-union trim on the job?

7013 A. What phrase?

RXQ221. "Take the men off"—"pull the men off"—when the business agent simply has gone on the job and told the men that there was non-union trim being used? A. Certainly not, not to my knowledge, no.

By Mr. Beattie—

RDQ222. Do your business agents use also such expressions as "the men have quit on that job"? A. Yes.

RDQ223. "The men are off that job"? A. Yes.

7014 RDQ224. And would they sometimes use that expression for the same job as "that job is pulled" or "that job is struck"? A. Yes, the same; one may say one thing and another the other.

RDQ225. Those expressions simply mean that the men are off that job, don't they? A. That's it.

By Mr. Maloney— 7015

RDQ226. As a business agent of the Carpenters—I am not speaking now as a member of the Board of Business Agents—you don't strike men on the job where there is non-union trim, you simply inform them of the fact that it is there? A. Certainly not, I have stated that before, I inform them of the fact.

RDQ227. As I understand it, if the Board of Business Agents had called a strike upon a job for some cause which is recognized by the Board of Business Agents, then these expressions which have been referred to would be used or might be 7016
used by the men concerning that strike, that they had been "called off the job" or had been "ordered off" or "pulled off"? A. That the men were off the job.

By Mr. Merritt—

RXQ228. Or taken off? A. Yes.

By Mr. Maloney—

RDQ229. But these expressions have nothing to do with the information which you furnish as a business agent of the Carpenters Union to 7017
working men on the job, to notify them that it is non-union trim? A. Why, absolutely no, I have stated no.

RDQ230. In those cases, you don't call any strikes, they have to exercise their own discretion about it?

Mr. Merritt: Objected to as leading.

A. It is up to the men.

7018

By Mr. Merritt—

RXQ231. Then I take it that you have never used the words in connection with non-union trim, that you have "pulled them off," "taken them off" or "ordered them off"? A. No, sir.

RXQ232. And these expressions, all of them, when used, mean that the men have been directed to strike? A. Yes, for other causes, yes, sir.

RXQ233. You never heard of them being used in connection with non-union trim? A. No, sir, not to my knowledge.

7019

Subscribed and sworn to before me this day of .

JOHN T. DONOVAN, a witness called on behalf of defendants, being duly sworn, testified as follows:

Direct examination by Mr. Beattie—

7020

Q1. You were business agent of the Brotherhood of Carpenters in 1910-1911? A. Yes, from August, 1910, I believe, up to the present time.

Q2. And you still are a business agent? A. Yes, sir.

Q3. Do you remember the job of Adam Happel at 169th Street and Intervale Avenue? A. Yes, sir.

Q4. About how many carpenters were on that job? A. To the best of my knowledge, when I was on there there were about six.

Q5. Did you call the carpenters off that job? 7021
A. No, sir.

Q6. Was there any strike there that you know of? A. No, sir.

Q7. Do you know Mr. Van Marter? A. Yes, sir.

Q8. Of the Hubbell Hardwood Door Company? A. I believe he represented those people, I don't know whether he still does or not.

Q9. Do you know where the doors came from or not on that Huppel job? A. No, sir.

Q10. Did you tell Mr. Van Marter after he had said to you something about hush money being paid that you ought to get a share of it? A. No, 7022
sir.

Q11. Do you know of any money being paid on that job? A. I do not.

Q12. Did anyone offer you any money? A. No, sir.

Q13. And of course you did not get any? A. No, sir.

By Mr. Maloney—

Q14. Van Marter told you on one occasion when you saw him that the Hubbell Hardward Door Company had it under consideration to 7023
unionize their shop, didn't he? A. Yes, sir.

Q15. It never was unionized, so far as you know, was it? A. Not to my knowledge, no.

By Mr. Merritt—

XQ16. How long have you been business agent? A. Well, if my memory serves me right, I think it will be two years this coming August.

7024 XQ17. And for how long a period were you business agent? A. It will be two years this August. I have been continually a business agent it will be two years this August.

Subscribed and sworn to before me this day of .

Hearing adjourned to Monday, July 8, 1912, 11 a. m.

7025

PAINE VS. NEAL

Hearing July 8, 1912, 11 a. m.

Present:

The Commissioner and all attorneys.

ROSWELL D. TOMPKINS, a witness called by defendants, being duly sworn, testified as follows:

Direct examination by Mr. Beattie—

Q1. You were formerly Secretary of the Building Trades Council and also of the United Board of Business Agents, Mr. Tompkins? A. I was.

7026 Q2. And you testified for the complainants in this case? A. I did.

Q3. Now what has become of the Building Trades Council of which you testified for the complainants? A. The Building Trades Council adjourned *sine die* on March 5, 1912.

Q4. And it is really out of existence, isn't it? A. Out of existence.

Q5. And the Constitution of the Building

Trades Council, which is Complainants' Exhibit 36, is also out of existence? A. Yes. 7027

Q6. No body has been created that has assumed that constitution? A. Not at all.

Q7. And what has become of the United Board of Business Agents of which you testified for the complainants? A. The United Board of Business Agents of Manhattan is still in existence, formerly the United Board of Business Agents of the Building Trades Council.

Q8. That has gone out of existence? A. That is out of existence, and the United Board of Business Agents of Manhattan and vicinity is the body now as it is known. 7028

Q9. When the United Board of Business Agents went out of existence, of course its Constitution also went out of existence? A. Its Constitution went out of existence,

Q10. I refer to the paper which was put in evidence as Complainants' Exhibit 37, when you testified. A. Nothing pertaining to the Building Trades Council after March 5. That is all eliminated from any future body that has been organized.

Q11. Well, has any body taken the place of the Building Trades Council? A. The body that was re-organized after the Building Trades Council 7029 went out of existence, or adjourned *sine die*, is known as the Executive Council of the United Board of Business Agents of Greater New York and Long Island.

Q12. Doesn't that really take the place, in the Board of Business Agents? A. No, each Borough has its own Board,—the United Board of Business Agents, of Manhattan, the Brooklyn

7030 Board of Business Agents of Brooklyn, the Richmond Board of Business Agents, the Bronx Board of Business Agents and the Queens County Board of Business Agents—they are all subservient to the Executive Council of the United Boards.

Q14. Has this present body, this Executive Council, adopted any constitution? A. Only working laws. They are working on a proposed constitution at the present time.

Q15. Would you mind telling us in a short way how the Building Trades Council came to go out of existence? A. The orders were issued from the Building Trades Department of the American
7031 Federation of Labor, from the General office in Washington, that we were to eliminate the New York Building Trades Council of the Carpenters, and the Steamfitters Union from membership, owing to the International bodies of these industries failing to comply with the decisions rendered. I believe the controversy was between the carpenters and the sheet-metal workers when there was a decision rendered in favor of the sheet metal worker which the carpenter refused as a gneral body throughout the state to live up to. And then the controversy between the steamfitter and the plumber with reference to juris-
7032 diction. That was a national affair at the convention, and they issued orders that the carpenters either had to abide by the rulings of the national body or had to sever their connection with the Building Trades Council throughout the United States and Canada. The matter then came to New York in the form of a circular letter informing us that we had to notify the carpenters affiliated with us and also the steamfitters that

they had to abide by the decision or we would 7033
have to eliminate them. The representatives of the industries to the Council had a resolution passed that this matter be reported to the affiliated organizations for a referendum vote returnable in thirty days. The result of this was that all the Building Trades organizations in Greater New York that were members of the New York Building Trades Council decided to stand by the carpenter and the steamfitter, and not eliminate their membership from the New York Building Trades Council. The result was, we were notified that if we failed to abide by the ruling, that the New York 7034
Building Trades Council would be suspended from the American Federation of Labor on such and such a date. Prior to that date, being as the referendum had to be taken and filed under the seal of the organization, and everything else, it was resolved to adjourn *sine die* on March 5, 1912. The adjournment *sine die* had then to be reported back by the delegates to their respective organizations that they had voted that way, feeling safe that they had done so on account of the referendum vote from their organizations being in favor of the carpenters and steamfitters as members, and the representatives of the various industries 7035
then what we called cinched or clinched to adjourn *sine die*. Steps were immediately taken to form a central body known as the Executive Council of the Boroughs, who were to have nobody over them at Washington or any where else, such as the American Federation of Labor or Building Trades Council; they were to control the jurisdiction in the five Boroughs here. The body was formed, went into permanent organization, and

7036 they are still working on a proposed constitution. It may be six months before they can get it in shape to send to the organization.

Q16. (*Mr. Mayer*): You have used the word "decision," is that a decision of your body, of your American Federation of Labor? You don't mean any judicial decision, do you? A. We refused to abide by it.

Q17. Do you mean a decision of some Court? A. The Building Trades Department in convention assembled in Tampa, Florida. The delegates were all there of the American Federation of Labor from the United States and Canada.

7037

By Mr. Beattie—

Q18. Now this Executive Council is entirely independent of the American Federation of Labor? A. They have no jurisdiction over the building trades at the present time. That is, the Executive Council is the supreme body of the building trades of Greater New York.

Q19. Now, in so far as you have adopted rules —you are not secretary now? A. I have been retained as secretary of the new body.

Q20. In so far as you have adopted rules, have 7038 you adopted any rules that permit any sympathetic strike, or the hearing of any claim of a sympathetic strike in connection with trim or material of the different trades?

Mr. Merritt: I object to that, as the witness can only testify by producing such rules as they have adopted.

A. Not at all.

Q21. Now, since this Executive Council went 7039
into existence has there been any complaint or effort to make a complaint regarding non-union material including non-union mill work before your body? A. Not at all.

Q22. And there has been, of course, no sympathetic strike connected with non-union materials of any sort? A. None.

Q23. Now how many trades, Mr. Tompkins, are there in this Executive Council? A. Thirty-nine organizations.

Q24. That is, thirty-nine different labor organizations? A. Industries, building trades.

Q25. Engaged in the different building trades? 7040
A. Yes. We call then industries; thirty-nine industries.

Q26. And you issue working cards to them, which are turned over to the different industries? A. The same system of working cards is followed by the Executive Council as formerly in vogue in the Building Trades Council. They are issued by the Executive Council of the United Boards of Business Agents.

Q27. About how many trades, or can you tell us what trades, are not affiliated, or not connected, with this Executive Council which consists of unionized trades in this city? 7041
A. Well, that is a question, so many people call themselves building trades that we do not classify as such. People call themselves electricians in the city here, that are not connected with the Electrical industry. They probably run a bell wire, or something like that and call themselves electricians. There are other people who use a hammer and saw and drive a nail that call themselves carpenters, and so on.

0742 They have little bodies of their own and go around on this jobbing work—people known as alteration carpenters here, wood-carvers, wood-modelers, box-makers; they call themselves building trades men but of course, if they ever come to us, they certainly will have to prove they are before they become a member. They must be connected on the alteration, repairing, construction, or assembling of buildings. They must be able to go right on the premises and do that work.

Q28. These different trades, whether they are engaged in building industries or not, are all unionized in their own way, are they not? A. I
7043 understand that they have state charters, and the like of that; they are not recognized at all.

Q29. This Executive Committee is not represented either by the different unions of the bricklayers, is it? A. No bricklayers connected with the building trades at all. I might explain that. Under their agreement with their employers they agreed not to take up membership in any central body, nor permit their laborers to take up membership. Therefore, the bricklayers could not take up membership with the Board of Business Agents or the central body of Building Trades. While we would like to have them as a member,
0744 they are not permitted under their trade agreement with the mason builders.

Q30. Are the structural iron workers represented in your executive council? A. Not at all.

By Mr. Maloney—

Q31. Does that same thing apply to masons? A. Yes, the stonemasons are chartered by the International Bricklayers Organization.

Q32. How about the stone-cutters? A. The 7045
stone-cutters are all connected through the bricklayers and masons international union. They are chartered under different local numbers, as Local 74, they are the Stonemasons & Bricklayers' International Union. And the stone-setters, there used to be an old stone-setters organization connected with the international organization, but there is not any organization at present. There are stone-setters that work for Bradley, and the like of those, but they have no connection with these central bodies.

Q33. And none of these are connected with this central body you describe? A. No. 7046

By Mr. Beattie—

Q34. Have the names of any of these complainants come before your Executive Council in any way that you can recall? A. Not at all.

Q35. Did the names of any of these complainants ever come in any way before the Building Trades Council of which you were Secretary or the United Board of Business Agents of which you are secretary? A. No.

Q36. Well, I take it from your evidence, both for the complainants and for us, that neither this Executive Council since it has been in existence, 7047
nor the United Board of Business Agents nor the New York Building Trades Council have taken up the matter of sympathetic strikes with regard to non-union material? A. Neither one of them would consider it if it was proposed.

Q37. None of these three organizations would consider such a grievance if proposed? A. Not unfair material or non-union trim or such things

7048 as you speak of there. They are not matters of consideration at all.

By Mr. Maloney—

Q38. And never have been? A. No, they are not permitted.

By Mr. Beattie—

Q38. That is, in these different other trades, I suppose non-union materials are handled as in the case of the carpenters trade?

7049 Mr. Merritt: I object. It does not appear that non-union materials are handled in the case of carpenters, and I object further unless it is clearly shown that he knows that the members of the unions or the respective trades do handle non-union materials of their particular line.

Mr. Maloney: It appears by the uncontradicted evidence here and the exhibits that the carpenters do construct certain kinds of non-union materials.

Q39. For instance, you are a tile-layer by profession, are you not? A. I am.

7050 Q40. How about the tile-layers, don't they have to handle non-union material? A. If they did not, I don't think there would be a tile-setter working in the United States, either on foreign or domestic materials. I have been in the business thirty years, and I don't know of a union tile firm in the United States.

Q41. So if a complaint were made by a business agent of the tile-layers about non-union material

being offered to them to handle, it would be some- 7051
what similar to a case of a complaint by a carpenter claiming that non-union material was used, so far as you would act in the matter.

Mr. Merritt: I object, as calling for a comparison there is no basis for on the record, and the counsel himself knows that there is no comparison between the carpenters' trade and the tile-workers, provided the witness is telling the truth.

A. I don't know about the carpenters' end of it. My answer was that the tile-layer could retire 7052
from business if he refused to handle non-union material.

Q42. But if a delegate of the tile-layers made that complaint, you—— A. In the Board, Executive Council?

Q43. Yes. A. He would not be permitted to enter the complaint. The carpenter would not be permitted, or any other industry.

Q44. That would apply to the whole thirty-nine trades? A. There is no non-union trim or unfair material at all permitted to be entered as grievance against any job or any employer or anything at all. 7053

Q45. And that applies to these organizations that went out of existence that you have spoken of, and to this present Executive Council? A. They did not permit it at all. I have so testified time and time again.

Q46. Have all the trades that are represented in your Executive Council what are known as trade agreements with the bosses in their separate trades, or how many of them? A. I am just about

7054 receiving my reports now of those that have entered into new agreements. I can safely say that ninety per cent. of them have trade agreements, and the balance are negotiating for renewal of agreements. That has been done by me every six months, and always has been for the last eight years. The July reports are coming in now, whether they have the agreement or whether they are negotiating. It will probably be the first of August before they will all be in.

By Mr. Maloney—

7055 Q47. About how many of these agreements contain provisions against the use of non-union material, if you know? A. None, to my knowledge. Well, I don't read them thoroughly, I just glance over to see what it says, wages, hours, total time per week, whatever it is.

Q48. Your understanding is that none of them have provisions against the use of non-union material? A. None of them, to my knowledge, none of them.

Q49. Or placing any restrictions on the use of non-union material? A. Not to my knowledge.

7056 *By Mr. Mayer—*

Q50. How long have you been in the building trades? A. Since 1880.

Q51. Have you been active during that time? A. The last eight years, I have been secretary of the Building Trades, and there has been probably five changes in the bodies, reorganization of certain conditions and things.

Q52. How long have you been in the building trades? A. Since 1880.

Q53. And since that time have you taken an interest in the welfare of laboring men and employers and their relations with each other? A. I have. I have followed my trade straight through. I was foreman for nine years before this position was offered to me. 7057

Q54. Do you believe from the experience you have gained as a practical tile-setter and as affiliated with labor organizations for all this length of time during the past eight years that trade agreements between the trade and employer work for the welfare of the employer and employee and the public generally? 7058

Mr. Merritt: Objected to. Incompetent, irrelevant and immaterial.

A. I do.

Q55. And this view is confined by your experience?

Mr. Merritt: Objected to; incompetent; irrelevant and immaterial.

A. From my experience.

Q55. And since it has become the general order in the Building Trades for the different industries to make trade agreements with their employers, has their been a better condition as far as the building industries are concerned in this city? 7059

Mr. Merritt: Same objection.

A. There has.

Q56. Affecting both the employer, employee and the public generally?

Mr. Merritt: Same objection.

7060 A. There has.

Q57. There have been a great deal of strikes since this has become the order of the day? A. There has.

Q58. And also lock-outs? A. Yes, that is the object of the trade agreement, to avoid strikes and lock-outs and everything.

Q59. And that is primarily the idea of these trade agreements?

Mr. Merritt: I object to that, as this witness cannot well testify as to the primary purposes of these agreements in the different

7061 States.

A. I would like to give you an illustration. I want to state that the Building Trades have always, since I have been its Secretary, eight years, where an organization's agreement has expired, and there was a little controversy about the renewal, has always offered to appoint a committee of the other industries to work with the committee of the industry that had no agreement in effect and the employers, to bring around an agreement, and that is one of the printed questions on our information blank that is sent out, "Have

7062 you a trade agreement with your employer?" If they say yes, the rules call for the filing of that trade agreement in the office, so that it can be referred to at any time. If they reply no on it, then I am to notify the Board that there is no trade agreement. The business agents are then asked the question: "Why have you no trade agreement?" "We have not been able to renew it because we are looking for an increase" or something. They are asked again in about a month if

they have been successful; if not, they stand ready to appoint a committee to harmonize conditions and effect an agreement so that it can be on file. 7063

By Mr. Mayer—

Q59. Is it a fact that it is only a matter of recent years that so many trades have been making trade agreements? A. Since 1903.

Q60. That is at the time that the arbitration plan of the Building Trades Employers' Association came into effect? A. Yes. I was one of the representatives on the first call of that arbitration.

Q61. Was that before 1903 to your knowledge, general disturbance and chaos in the building trades because there was not any trade agreement? A. Turmoil and everything else, prior to that. 7064

Q62. And what has been the condition, generally speaking, since 1903, since the trade agreements have been in effect? A. Everything went on very nicely until 1904, when there was a general lock-out in the building trades by the action of some of the industries on the subway work, but outside of that, things have gone on very nicely, and except for one or two instances you might say there has been amicable relation, and I might say there has been in several of the industries quite substantial increase of wages through agreements being entered into, from $.25 to $.50 a day. 7065

Q63. And that naturally has worked for the betterment of conditions generally, which affects the public and the employer and the employee?

Mr. Merritt: Objected to as calling for a conclusion.

7066 A. That is right.

Q64. Do these agreements provide in the main for uniform wages and uniform hours of work for the employees in the respective trades? A. They do.

By Mr. Maloney—

Q65. Do they also contain any provisions for the conditions under which the men shall work in respect to the safety of the appliances? A. It calls for protection of life, and limb and everything, it does, in some of the agreements, especially on what
7067 we call nefarious work—hazardous work—take it in the painting industry, they call for what they call rails on scaffolds, and the like of that. If a painter is forced to go upon a scaffold without a rail, if he reports it to the office, I will take it up immediately with the employer, without waiting for a meeting of the board, because it is violating a city order, labor laws call for it. Every member of any organization, if he can get an idea of the labor laws relating to it by simply calling up on the phone to me and I will furnish it and will see that he gets his rights on the job.

Q66. Where conditions are required by the labor
7068 laws or the laws of the State, those conditions are enforced through trade agreements? A. We compel them to be enforced, we do. If we cannot get the redress through the general contractor we take it up with the State Commissioner of Labor.

Q67. Are there other conditions outside of those provided for by the laws of the State, covered by these trade agreements, conditions which originated by the men from their experience in the business?

 7069

Mr. Merritt: I object to that as calling for a conclusion and because it obviously calls for matters about which the witness has no knowledge.

A. Each industry has different clauses than the other in reference to the conditions such as safety, protection and the like. I have read many of them, I have. The calling itself—for instance, in my industry, it does not call for scaffold work, or anything like that. Naturally we would not have to have protection on the scaffold, but the painter it 7070
does. In the machinists it calls for certain protection.

Q68. What I meant was this: Do these trade agreements not provide that conditions shall exist in the trade between the employer and the employee which the men from their experience in that particular trade know are conditions necessary to their safety and protection in the work?

Mr. Merritt: Same objection.

A. That matter is taken up between the employer and the employee which the men from their 7071
experience in that particular trade know are conditions necessary to their safety and protection in the work?

Mr. Merrit: Same objection.

A. That matter is taken up between the employer and employee on the trade agreement.

Q69. And those conditions vary in accordance with the experience of the men in their different trades?

Roswell D. Tompkins, for Defendants—Cross.

7072 Mr. Merritt: Same objection.

A. They do, yes.

Q70. Many of these conditions, then, are conditions which are not provided for by the laws of the State, but are the result of the experience of the men in their trades?

Mr. Merritt: Same objection.

A. Mutual agreements between the employer and the employee on the agreement.

7073 *By Mr. Mayer—*

Q71. Do these trade agreements generally call for the arbitration of differences arising between the employer and the employee of that particular trade, in one form or the other? A. They always relate to the referring back to the arbitration plan of 1903.

Q72. And in one form or another it calls for arbitration of differences? A. It calls for arbitration in all cases.

Q73. And that, of course, is a benefit to all concerned? A. To prevent the strike and the lock-out if possible.

7074 *Cross-examination by Mr. Merritt—*

XQ74. When the Building Trades Council adjourned, what arrangements were made for the new organization? A. The arrangement was made by the United Board of Business Agents of Manhattan, that is the name they are known under now, but the United Board of Business Agents of the Building Trades Council before it adjourned

sine die, the Building Trades Council really legislated them out of existence. The United Board of Business Agents was immediately reorganized and known as the United Board of Business Agents of Manhattan. 7075

XQ74a. How was it reorganized? A. By the assembling of the business agents on the following meeting, on a Friday.

XQ75. That is the Business Agents—— A. All the industries that were connected with the New York Building Trades Council. The United Board of Business Agents of Manhattan was the name adopted, and they agreed by resolution to assume any indebtedness, liabilities and the like of that of the New York Building Trades Council. 7076

XQ76. What arrangements were made for working rules? A. The working rules were not made until the delegates of the business agents of the five Borough Boards were called into session, and it was decided then that the five Borough Boards would form an Executive Council; the name was adopted later on; and then they prepared temporary rules, and they have kept adding and enlarging on those rules there, to be governed by, to keep the Building Trades in conformity with the working card system so that they would be recognized as heretofore. One of the first things was the card system. 7077

XQ77. Have you the temporary rules? A. Not with me.

XQ78. You can produce them? A. I can.

XQ79. They are the rules they are acting under now? A. They are the rules they are acting under now.

XQ80. And those are the rules that have been

7078 adopted by the different business agents of the different trades? A. Of the five Boroughs.

XQ81. Practically the same organizations are connected with this United Board of Business Agents as were connected with the preceding body? A. Well, we have additional ones that were not connected with the New York Building Trades Council.

XQ82. All of the same bodies that were connected with the body in existence now? A. With the exception of the iron worker and the plumber. And then we have two or three additional ones that were in the Brooklyn Board of Business
7079 Agents, never had any connection with the Business Agents.

XQ83. The plumbers and ironworkers have not become connected with you yet? A. Have not become, yet.

XQ84. They were a part of the old ones? A. Yes, of the New York Building Trades Council.

XQ85. And in the new organization you have some thirty-nine industries affiliated? A. Thirty-nine industries.

XQ86. And under the organization of your new body you issue cards to all of the union men, of
7080 all of the unions affiliated with your body? A. I issue them to the secretaries of the unions affiliated.

XQ87. They are issued for the union men of those respective unions? A. The requisition comes in for the cards, and I furnish so many cards—one thousand or ten thousand—for that industry.

XQ88. About how many do you furnish in all, for all the industries? A. So far, for July, August and September I have issued about 57,000 cards.

XQ89. And those are the only cards that are recognized on the various jobs as union cards? A. The only cards recognized by the business agents of any of the industries. 7081

XQ90. And do you have the same rules in regard to the employment of union men only as you you had in the building trades council? A. There has been no rule formed of anything of that kind as yet. They are working under rules to govern things such as grievance, jurisdictional disputes, etc., to get them straightened out. That is the reason the plumbers and ironworkers are not a part. They must straighten it out under an amicable agreement before the Executive Council consider their application for membership. 7082

XQ91. And in the actual working out of the operations of your new organization there has been no change, has there, in the working conditions on the jobs since March? A. Not at all, because it plainly says on the card, "Report non-union men immediately." It is printed right on the card.

XQ92. And that is with the idea of maintaining the closed shop idea on the buildings the same way as before? A. No, there is no closed shop conditions on the building at all. Sometimes an employer that has an agreement will get a man that does not carry a card, or have a non-union man employed on a job, and at the same time have an agreement with the union to employ members of that union. That is non-union conditions, a violation of trade agreement. 7083

XQ93. But isn't it a violation of the condition that your United Board of Business Agents is attempting to maintain? A. Not at all.

7084 XQ94. I wonder if you understand me. Under the old Building Trades Council there was this rule in regard to the employment of non-union men only. A. On jobs there was.

XQ95. That was a part of the Constitution? A. That was a part of the Constitution.

Q96. Do I understand that that idea has been abandoned by the new body? A. It has not been reached, that part there, to be put into the shape of a statutory form, to be acted on as yet.

XQ97. And there is nothing in your temporary rules providing for it? A. The only cards that will be recognized are those issued by the Executive Council of the United Board, and all Business Agents are requested to see that the members of their unions carry those cards. That is one of the rules. And on the cards it is printed plainly (I do not happen to carry a card myself) it states distinctly on the card there that none but union men be employed, to report non-union men immediately; you will find it printed there; that is to the Executive Council.

7085

XQ98. It is stated in your laws that none but cards issued by the United Board of Business Agents shall be recognized? A. The only card that is to be recognized, that has already been approved.

7086

XQ99. Doesn't that mean that a man not bearing that card shall not be recognized? Can you produce one of those cards issued by the United Board of Business Agents? A. I can.

XQ100. Will you produce one at the next hearing? A. At the next hearing, I will.

XQ101. And I also wish you would produce the

temporary rules under which you are working. 7087
A. I will do so.

XQ102. How soon will your new constitution be prepared? A. Well, that is hard to say. They only meet on the last Friday of each month, the Executive Council. They have been reporting progress. The first thing they brought in was temporary working rules to govern the body, so that business could go right on without any intervals, that is, on the industry end of it.

XQ103. You testified in effect, as I recall, that while no complaint could be registered in the old Building Trades Council on account of non-union material, complaints could be registered on ac- 7088
count of the employment of non-union men, is that correct? A. Yes.

XQ104. And complaint could be registered on account of non-union men even though these non-union men were employed to handle non-union material? A. If they did not carry a card, they were classified as non-union men.

XQ105. And it made no difference whether they were handling non-union material or not? A. That we did not go into at all.

XQ106. And if a complaint was made to the Building Trades Council to the effect that non-union men were employed, your Council would not 7089
know whether or not that non-union man was working on non-union material, or not? A. They would not know, not at all.

XQ107. That is not a matter that would be presented to your organization? A. No, they would investigate and find out whether it was a non-union man or not, and if he did not present a card he was non-union, and the complaint would be verified.

0790 XQ108. And that would be true even where that employer was using non-union material? A. They would not question that. It is simply the individual, if he was a non-union man.

XQ109. Even if non-union men were employed by an employer to set the non-union material which union men refused to set the complaint would still be good because of the employment of non-union men only. Isn't that true? A. That I don't know. That is a kind of a funny question.

XQ110. You do not understand the question? A. I know what you are driving at, but the complaint would be entered as a non-union man. They would 7091 not care what he was handling; if he was a non-union man that is all they care. If you could show that he was non-union certainly the complaint would be verified. What he was handling or anything else would have nothing to do with it.

XQ111. It wouldn't make any difference what he was handling? A. No difference at all.

XQ112. If he was a non-union man the complaint would be found good? A. The complaint would be taken up as a complaint and the conditions would be as applying to non-union men, no matter what he was handling. They wouldn't enter into it at all.

0792 XQ113. An action would be taken under your constitution? A. If that job called for union men, this non-union man would have to vacate the premises. If the conditions on that job called for union men, the non-union man would have to get off the job.

XQ114. If he did not the union man would go off the job? A. Yes. The general contractor and the owner and the architect would be notified that

the union conditions were not prevailing on the job. 7093

XQ115. And the union men of all the trades there would quit work if the non-union man—— A. They would quit just as soon as they were notified that there were non-union men working on that job.

Re-direct examination by Mr. Mayer—

RDQ116. Are you generally familiar with trade conditions and have been for some time in the building trades between the employer and the employees in the various trades? A. I am.

RDQ117. That is part of your duties? A. In fact, I supply the United States government with their statistics, and the State Department of Labor with their statistics. 7094

RDQ118. Do you know of your own knowledge, then, that these various trade agreements are made not with the purpose of injuring any third party? Is it within your knowledge that these various agreements are made for the benefit of the employer and employee in the their particular trade without any intent to do injury to any third party?

Mr. Merritt: I object. It is a physical impossibility that the witness should have personal knowledge of the intents of these various parties to these agreemeents. 7095

A. I don't think that there is any third party considered in it at all. It is merely an agreement to bring around a harmonious relationship between employer and employee.

7096 RDQ119. And calls for conditions under which they shall work? A. Wages, hours, working conditions and their payments and everything else of how they work, so that each and everybody will understand.

RDQ120. And the arbitration of differences? A. If there is any trouble at all and it is necessary to go to arbitration, they will have to take it to an arbitrator.

It is stipulated that the union cards read as follows:

"Report non-union men on job immediately.
7097 Always carry this card. Revocable for cause. This card must be shown to any business agent upon request.

Quarterly working card issued by the Executive Council of the United Board of Business Agents of Greater New York and Long Island.

Office ad Headquarters: Brevoort Hall,
154 East 54th Street.
Phone: 3349 Plaza
Roswell D. Tompkins, Sec'y Treas.

7098

July	
August	1912.
September	

The reverse side of the card contains matter appropriate to the respective one of the thirty-nine trades to which it is issued. The carpenters' card reads as follows:

"New York District Council of Carpenters and Joiners. 7099

Name
Local number
Ledger page
Financial secretary
Headquarters, Joint District Council, Manhattan, 142 East 59th Street, phone 2021 Plaza.
Brooklyn, 254 Atlantic Avenue corner Boerum Place. Phone 3923 Main.
Bronx, 4215 Third Avenue, phone 5153 Tremont.
Queens, 274 Fulton Street, Jamaica, L. I. Phone, 519 Jamaica
Richmond 203 Canal St, Stapleton, S. I. 7100
Phone 747 Tompkinsville, S. I.
Holidays, Independence day, July 4th, Labor Day, September 2.
Members before going to work in Hudson County, N. J. must procure working cards from the Secretary-Treasurer, N. Y. D. C.

ALEXANDER KELSO, a witness duly called on behalf of defendants, being duly sworn, testified as follows:

7101

Direct examination by Mr. Beattie—

Q1. What is your full name? A. Alexander Kelso, 1989 Prospect Avenue.

Q2. You are a business agent, Mr. Kelso, of the Joint District Council? A. Yes, sir.

Q3. And you were such business agent in 1911? A. Yes, sir.

Q4. Do you remember a job at 117th Street and

7102 Riverside Drive, in which you had jurisdiction, as business agent? A. Yes, sir.

Q5. Who was the contractor on the job? A. The one I refer to was Chrystal's operation, I believe about 1911, around that section; he was a contractor or owner working or operating that time.

Mr. Maloney: B. Chrystal & Son.

By Mr. Beattie—

Q6. There was some trouble on that job about the sash, wasn't there? A. Yes, sir.

Q7. Who did you see about it? A. I think I saw
7103 Mr. Chrystal.

Q8. You found out that the sash was non-union and saw Mr. Chrystal? A. After a great deal of trouble; I could not find out where the sash came from. Mr. Chrystal at that time did not seem to know and he said he believed it was coming from one of our union factories, but did not know the name. There was a great deal of time between when I first saw him and when I found out that he could not tell me who was making the sash.

Q9. This was sash of more than 1⅝ inch in diameter? A. Yes, a thicker sash.

Q10. If it had been thinner, there would be no
7104 trouble about your men putting it up? A. No trouble at all.

Q11. When you saw Mr. Chrystal, did you tell him of the attitude of the carpenters as to non-union sash? A. I believe I told him that the carpenters would not handle non-union sash, if it was not made in one of our factories. I also questioned him, I believe, the first time in regard to who was making his trim, also the kalamein work.

His answer was satisfactory. He named the firm 7105
and that was all there was to it.

Q12. Then you told him to come down and see the committee about the sash? A. Afterwards, when he found out where it had been placed I told him he would have to come down and see the committee. They were handling these matters.

Q13. This was known as the Strike Committee, the Grievance Committee? A. The Strike Committee.

Q14. And then the matter was taken up by them? A. Yes, that is right.

Q15. And you also saw Mr. Parshelsky about 7106
the matter? A. Mr. Chrystal telephoned our office he would like to see me down there one morning and I went down. Mr. Parshelsky was in the office and Mr. Chrystal, I believe, introduced me as he was the gentleman who had the contract. In my general conversation I told Mr. Parshelsky he would have to come before the Committee, that they were handling these matters, that I was powerless one way or another in the premises.

Q16. Then they were both referred to you by the Strike Committee? A. Yes, sir.

Q17. Did you say these words, or these words in substance to Mr. Parshelsky—— 7107

Mr. Merritt: I ask that you first call for the witness's recollection as to what the conversation was.

Mr. Beattie: I have not finished my question. You can put your objection after I have finished.

Q. (Continued) and then he told me "If I did

not sign the agreement they would not allow Chrystal to use the sash?" Did you make any such statement to Mr. Chrystal as that?

Mr. Merritt: I ask that you first call for the witness's recollection as to what the conversation was, before refreshing his recollection or calling upon himb to give any particular conversation.

A. I never made any assertion of that nature, simply because I was powerless to say what disposition would be done until the committee had decided.

Q18. Was there any strike on that building? A. Well, there was a strike, but it was around the latter part of the summer to my recollection.

Q19. Was it about—— A. The strike that I refer to was a jurisdictional fight between the sheet-metal worker and the carpenter. We had a jurisdictional fight that was decided by our present Mayor Gaynor regarding what work the carpenter would handle and the sheet-metal worker, and this particular operation—it was a fight where the sheet-metal worker was doing the work that had been decided in the carpenters favor, and the carpenter, when he saw that the sheet-metal worker was encroaching on his right, stopped work. That is the only strike that I know.

Q20. You had some conversation with a carpenter, regarding the sash, as I understand it? A. The carpenters asked me, the men on the job—there is usually a leader on the job—he asked how things were going; I told him I did not know where the sash was coming from. When I tell

them that, they then assume that it is not made in one of our factories operated by our men. 7111

Q21. Had you previously tried to find out from Mr. Chrystal where it came from? A. I had.

Q22. As I understand it, they were not to handle the sash until the matter had been passed upon by the Strike Committee, and they kept on working on the rest of the building; is that about the substance of the situation? A. That is correct.

By Mr. Maloney—

Q23. That is, the carpenters did not leave the building at all? A. No, sir. 7112

By Mr. Beattie—

Q24. Then, what disposition did the Strike Committee make of this mater, do you recall? A. Mr. Chrystal appeared I believe twice before the Committee; the last time that he appeared he impressed the Committee, that the sash, that it was something that he had no control over, and that in future all his work would be given to a sub-contractor that was purchasing his material from a factory operated by our men. I believe that was the agreement with the Committee and Mr. Crystal, so that his operation and sash could be hung. 7113

Q25. Did he make any statement about having work under union conditions? A. Yes, I believe Mr. Crystal always wanted to live up to union conditions.

Q26. What did he say to the Committee about that? A. Well, I believe he impressed them that

7114 in the past his work had all been done under union conditions, and he in the future was going to continue along those lines, and we never had any trouble with any of Mr. Crystal's operations in the past, only this unfortunate affair that came up, and the Committee I believe looked on it favorably and on the statement of Mr. Crystal they were willing to get the men to put in the sash.

Q26a. Was anything said about you people discriminating in any way or intending to discriminating in any way or intending to discriminate against Parshelsky or anybody else's woodwork?

7115 A. No, sir.

Q27. Did you tell the men the result of what the Committee decided? A. That was what I told the men, that the Committee decided that they had to hang those sash.

Q28. Did you explain the situation to the men? A. I think I did to a few of them. I told them just what the result of the Committee's conference the night before was.

Q29. Did the men finally hang the sash? A. I believe they did, yes.

Q30. There was some talk, wasn't there, of the signing of an agreement with Parshelsky when he

7116 came down? A. I believe the Committee had some talk with Mr. Parshelsky.

Q30a. Was any agreement offered to him, that you know of? A. Not that I know of.

Q31. Did you have any conversation with him as to what kind of stuff of his your men would handle and what they would not handle? A. I believe I told Mr. Parshelsky that if he purchased his sash from any of our mills operated by our

men that there would be no hesitancy on the part of the men to handle the material. 7117

Q32. Did you understand that Mr. Parshelsky up to that time had been handling union and non-union material? A. I believe he had been placing his contracts both ways. He had been handling both union and non-union material.

Q33. Did the carpenters refuse to handle or have they since refused to handle any material of Parshelsky' which was union? A. No, sir.

Q34. You know of no feeling or disposition to injure Chrystal or Parshelsky in any regard in these transactions, do you? A. No, sir.

Q35. It was simply a case of whether the stuff was union or non-union? A. That was principally the contention. 7118

Q36. And in view of the fact that he, Chrystal, had worked under union conditions in the past, so far as you know, and promised to buy union stuff in the future, your men had decided to go on with that particular job, although the sash was non-union. A. Yes, sir, I believe that was it.

Q37. Did you say these words or these words in substance to Parshelsky: "Kelso said if I did not sign it I would be sorry if I did not sign it. If I did sign it, I could go along and do business like everybody else did, would not have any trouble——" Do you recall such a conversation with Parshelsky? A. I don't recall ever saying that to Mr. Parshelsky, because I never had or showed Mr. Parshelsky any agreement. 7119

Q38. Parshelsky says that somebody told him that somebody had given some money to some walking delegate in connection with this building. Did you hear of any money being given to any-

7120 body? A. I never heard of any money being given to anybody.

Q39. No members of this strike committee told you anything or said anything in that connection that you recall? A. No, sir.

Q40. The Strike Committee would not be likely to insist on any payment of money as a condition for handling non-union sash?

Mr. Merritt: Objected to as improper in form.

A. No.

7121 Q41. They did not, as a matter of fact? A. They did not, it was against the policy of the organization.

Q41. Did Mr. Chrystal tell you who had made the sash? A. No.

Q42. Do you know now who made it? A. I believe in a general way I do.

Q43. Do you know from what others told you? A. From what others told me.

Q44. Well, you did not know at the time, that you had these conversations with Parshelsky? A. No.

Q45. Or Chrystal? A. No.

Q46. Will you please read Complainant's Ex-
7122 hibit 20b? A. Yes, sir. (Witness reads Exhibit.)

Q47. Do you know how you came to sign that? A. That was a Mr. Werbelovsky, wasn't it?

Q48. Yes. A. We went to see Mr. Werbelovsky and he signed an agreement that we offered to him. He then called our attention that he had an operation or that he had a contract for sash that would not come under that agreement,—claimed

that he had bought it at some factory not as- 7123
sociated with the Joint District Council. I said, "Well, any contract that has already been given out will be exempt" and to show that he would not have any trouble with the contracts given out prior to signing this agreement, I said "Where is the operation"? and he mentioned it and I wrote it down, I believe, on the back of the agreement or the bottom of it. He mentioned to me "I have an operation that I cannot fulfill," that is, that sash had been given to a firm he did not believe was union, and in case he should get into any trouble in future I wrote that down to show that if any business agent came harassing him or 7124
bothering him about it to show that I had had this thing called to my attention.

Q49. It says in part "We hereby agree to permit you to start the hanging of sash." As a matter of fact did you in any way coerce or bring any pressure to bear upon working men, that is, carpenters, in connection with quitting or continuing to work on jobs where there is non-union material?

Mr. Merritt: Objected to as calling for a conclusion.

7125

A. My business as representative of the organization is to tell the men on the jobs when they ask me where the material is coming from. They have by referendum vote passed not to handle certain materials, unless made in factories, manned by their membership. I tell them whether stuff is being manufactured there or not, as the vote is for them to decide what to do in the

7126 premises. I call their attention to it, and that is all there is to it.

Q50. That is, the outside carpenters, the carpenters who work on the buildings, have agreed only to work on such material as their own fellow-members make in union mills? A. They were.

By Mr. Maloney—

Q51. By a referendum vote referred to all the carpenters? A. In the Greater City.

By Mr. Beattie—

7127 Q52. And it is part of your business and these carpenters employ you and pay you a salary to give them that information? A. They do.

Q53. And that is part of your duties? A. Part of my duties.

Q54. As to pressure or threats or anything like that you do not do anything like that with these men? They have agreed to quit when there is non-union conditions. Is that the idea?

Mr. Merritt: Objected to, leading and calling for a conclusion.

7128 A. They have agreed to stop work when material is coming from a mill not operated by their membership.

Q55. And these carpenters cannot ascertain by looking at mill work as a rule whether it is made by their own members or not? A. No, that is part of my duty, to trace that or find out what mill it has been placed with and verify it.

Q56. And that is what you did in the Chrystal case? A. Yes.

Q57. And Chrystal told you it was union or he thought it was union? A. That he thought it was. He gave us a couple of mills I believe; I tried to verify it and they said they had not got the contract. 7129

Q58. There is a provision in the by-laws which these same carpenters have adopted as I take it, by referendum vote, by which they agree to be fined $10. if they work under non-union conditions, isn't there? A. There is a clause in the by-laws.

Q59. And there ever been any occasion to enforce it in your experience? A. In all my experience I never knew a man to be fined for a violation of that clause. 7130

Q60. Do you know why it is that you will put up non-union sash of one and five-eighths in diameter or less. A. The only reason that I can give for handling sash of that thickness is because I don't believe there are union mills manufacturing that weight of sash.

Q61. There are no union mills that you know of in this country except union mills manned by your own fellow-members are there? A. I don't know of any.

Hearing adjourned to September 21, 1912, at 11 a. m. 7131

7132 PAINE VS. NEAL.

Hearing continued, pursuant to adjournments, Saturday, February 8, 1913, at 11 A. M., at 116 Nassau Street, New York.

Present:

MR. BEATTIE,
MR. MALONEY,
MR. MERRITT,
MR. MAYER,
MR. WHITTAKER.

7133 ELDRIDGE H. NEAL, a witness called on behalf of the defendants, testified as follows:

Direct examination by Mr. Beattie—

Q1. Please state what offices you have held in the Brotherhood, and now hold. A. Office of Secretary-Treasurer.

Q2. Since when? A. Since January 6, 1910.

Q3. Do you now hold that position? A. I now hold that position.

Q4. What other position? A. I now hold the position of general arbitrator, for a period of about three years. I do not remember the exact
7134 dates of my election and my retirement. For a short time after the lock-out of 1904 I held a position as Secretary of the Joint Trade Board of the Master Carpenters and the Joint District Council of the United Brotherhood and Amalgamated Society of Carpenters.

Q5. Are you a carpenter yourself, Mr. Neal? A. Yes.

Q6. And are all the officers of the Joint District

Council and of the Brotherhood, men who have 7135
been members and carpenters? A. Oh, yes.

Q7. That is, they have to be? You don't have any officers from the outside? A. No, that would be impossible under our laws.

Q8. Business agents are elected for how long? A. For a period of six months.

Q9. And they come from the members who work with their tools? A. Yes.

Q10. And there is a new election every six months for all business agents? A. All business agents and the Secretary-Treasurer.

Q11. And they are elected by the vote of all the carpenters of Greater New York? A. Referendum 7136
vote of the local membership. The Secretary-Treasurer is elected by the referendum vote of the entire five boroughs; the boroughs have what we term borough authority, and a business agent is nominated by a local in that borough and elected by the membership of that borough only.

Q12. Then all the defendants in this case are men who have worked as carpenters with their tools? A. Yes.

Q13. The carpenters are divided into two branches, really, that is, inside and outside carpenters, are they not? A. There is what you 7137
term the all-around man, who can install work in the buildings, manufacture it in the shop, or do what we term cabinet work, which is a branch of the manufacturing, but it is of the very highest class known to our trade. There are framers; there are the men that erect the trim, hang doors, etc., the machine men, and the bench hands in the trim factories, and then the bench hands in the

7138 cabinet factories, which are known as cabinet makers. There is quite a variety.

Q14. Are they not, in a general way, classed as inside and outside men? A. Yes, they are known as inside and outside men.

Q15. Outside men do what? A. Outside men erect the work in the buildings after it has been manufactured by the inside men.

Q16. And the inside men are those men who work in the mills? A. Yes, mills and shops.

Q17. The membership in the Brotherhood does not distinguish between these members? A. No.

Q18. An inside man and an outside man have
7139 the same standing as members? A. Carry the same card entirely, yes, sir.

Q19. There is a difference in wages between them? A. Yes, there is.

Q20. The outside men usually get more wages than the inside? A. The outside men get the higher rate, the cabinet makers come next, with a 44-hour a week shop; then come the ordinary trim mill employees, who work 48 hours a week.

Q21. But the employment of the outside men is not as continuous as that of the inside men? A. The employment of the ouside man is rather uncertain. When a building is finished, the man
7140 is finished, as a rule, and has to look for another job.

Q22. And the employment of carpenters is by the day, is it not? A. By the day.

Q23. Now, can any qualified carpenter join the Brotherhood? A. Yes.

Q24. Whether he is an inside or an outside man? A. Yes, that is, if he is of good moral character.

Q25. And he has to be proficient in his business? A. He has to qualify as a mechanic.

Q26. About what number of your members are outside men and inside men, say generally, through the country first, and then in Greater New York? A. Well, I have forgotten the exact number of outside men, but there is approximately 200,000 carpenters all told—not outside men, but carpenters, affiliated with the United Brotherhood, and out of that I should think there are 40,000 men who are mill hands, shop hands. 7141

Q27. And the Brotherhood unions are throughout the United States and Canada? A. Throughout the United States and Canada.

Q28. About how many members are there in Greater New York? A. Well, between 15,000 and 17,000 now. 7142

Q29. Say two years ago? A. About two years ago, I should judge, there were about 20,000 members. I know I got 22,000 cards and only had a few left.

Q30. About how many mill and shop men were there? A. I could give an approximate membership of between 3,500 and 4,000, in Greater New York, inside men.

Q31. Now are there any union carpenters in mills except those who are members of the Brotherhood? A. There are not.

Q32. As to outside carpenters, are there outside carpenters who are not members of the Brotherhood? A. Well, unless you want to except the Amalgamated Society, who are working jointly with us, who are permitted in the buildings. 7143

Q33. The Joint District Council embraces within Greater New York all the members of both the Amalgamated and the United Brotherhood in Greater New York? A. Yes, sir, it is a joint agreement.

144 Q24. And the Amalgamated Carpenters are only outside carpenters? A. Only outside carpenters, yes, sir.

Q25. All inside carpenters in Greater New York, as well as all over the country, who are union, are in the Brotherhood, I understand? A. Well, throughout the country I could not very well make a positive statement, but I could state that approximately all of them are.

Q26. Is that your understanding, that they all are? A. That they are all members of the Brotherhood.

Q27. Inside men? A. Yes. The only ones rec-
7145 ognized as union men.

Q28. You don't know of any union carpenters and mills anywhere except members of the Brotherhood? A. That is all now, I believe.

Q29. Suppose we take outside carpenters. They are not all members of the Brotherhood? A. Applied to New York City, Greater New York, I believe there are two organization of outside carpenters, besides the Amalgamated and the Brotherhood.

Q30. And they claim to be union carpenters? A. They claim to be union carpenters; I believe one is affiliated with what is termed the Hebrew
7146 Trades, and they are approximately between 900 to 3,000; you cannot keep tabs on them, because there is no official record. I only make this statement upon information and belief.

Q31. Has their membership run that way say for the last three years, from 900 to 3,000? A. I am informed that it has.

Q32. What other organization claiming to be outside union carpenters, is there in the City of

New York? A. There is a local, I believe, in 7147
Brooklyn, known as Local No. 1—I forget the title they apply to themselves—I don't know their exact membership. I would suppose it to be about 300 or 400.

Q33. Their headquarters are in Brooklyn, but they work all over the city? A. Yes; we run across them in Manhattan every once in a while.

Q34. Has it come to your knowledge that there are other outside carpenters, not claiming to belong to any union, who work in Greater New York? A. Yes, non-union men.

Q35. Are there many of them? A. Well, I could 7148
not give the exact number; it is hard to keep track of them.

Q36. Are there many, from what you can judge? A. Well, there are enough to cause us trouble once in a while.

Q37. Are the non-union men particularly strong in Brooklyn, do you know? A. I could not state anything definite as to that now, but I think they are. During the trouble we had over there some few years ago—I think it was about four or five years ago—we had occasion to go into this thing and there were 7,900 carpenters in the Borough of Brooklyn at that time. You can fix that date at 7149
our hearing before Judge Gaynor, the dispute over the wage rate in the Borough of Brooklyn. This decision was in 1906.

Q38. Have you any reason to believe that there is any material change in the number of non-union men in Brooklyn since then? A. No, I think the number is approximately the same. I base that statement upon the growth of Broolyn.

Q39. Your organization raises different funds,

7150 Mr. Neal. Will you please state roughly how they raise them and the purpose? A. The general office has a fund for the payment of death and disability claims; the local unions have a fund that is, some of them do, those that see fit—have a sick benefit, and some locals have what they term a contingent fund, out of which they advance moneys to men who are in desperate straits, brought that way through illness or misfortune.

Q40. Now as to the danger of the employment of inside men, have you any information on that subject? A. The employment of the machine men in these trim shops is extremely hazardous, espe-
7151 cially the operators on what is known as the variety, or phrasing machine; that is, a machine, a large table with a cutter head coming up the middle of the table, to which large knives are bolted to the cutter head, and the man's fingers are sometimes is as close proximity as half an inch; anything to divert his attention is liable to cause him to lose his fingers or his entire hands. Not only that, but to jerk the piece of wood from him, and to throw it across the building with such force that it jeopardizes the life of anyone that happens to be in the way.

7152 Q41. Do you know if unskilled men were put among these men, working, whether the danger would be increased? A. An unskilled man, when he loses a couple of fingers, gets out and seeks some other business.

Q42. Would the danger be increased, for instance, of Brotherhood men, by the presence of non-union men, who were not skilled? A. Yes, absolutely. A man has got to understand the machine thoroughly in order to have it perfectly safe,

to see that the cutter does not fly off, that everything is properly bolted and fastened as it should be. 7153

Q43. Do the men in the mills work together in such ways that, for instance, one unskilled man might, through his want of knowledge of the conduct of the business, increase the dangers of skilled men? A. Why, there is no doubt about that. I could cite an instance of that, which I witnessed myself.

Q44. Are there many men who are injured, having their hands maimed in mills, to your own knowledge? A. A large number of them, yes.

Q45. You cited an instance about taking a vote —would you mind repeating that? A. It was considered a standing joke in Local 476; instead of saying "All those in favor raise the right hand," they would say "Stumps up." What was left of the hands would go up. 7154

Q46. Is that a local in the City of New York? A. Yes, sir.

Q47. Chiefly of men working in mills? A. Chiefly of men employed on machines in factories.

Q48. Have you worked as a mill man yourself? A. Yes.

Q49. And have you also worked as an outside man? A. Yes, and a cabinet maker. 7155

Q50. I understand it has been the custom in the past—men have been accustomed to change from outside men to inside men and vice versa? A. That has been the custom.

Q51. Is the work of outside men more strenuous than that of inside men, as a rule? A. As a rule, the superintendents, the foremen, rush the outside men to a greater extent than they do the

7156 cabinet makers. The mill men are rushed pretty strenuously.

Q52. But as to strength and vigor required, isn't that more necessary among outside men than inside? A. It is, absolutely.

Q53. And an aged man, or a man that is not very strong, might be able to get a position in a mill where he could not take an outside job? A. Yes.

Q54. Within your experience, has that occurred? A. Yes.

Q55. Frequently? A. Quite frequently.

7157 Q56. And outside men are not so likely to have employment in the winter, are they, as other seasons? Do they go in mills, occasionally? A. That would apply to the outlying districts, where cottage work is going on, a man in the framing business or the sheathing business, he might seek work in a factory or mill, but in the Borough of Manhattan it makes no difference, up as far as 170th Street, possibly a little further than that, it would not make any difference, because a carpenter does not get in there as a rule until the building is enclosed, so the winter or summer would not make any difference in Manhattan Borough,

7158 whereas in the other boroughs it would make a vast difference.

Q57. Union wages are minimum wages? A. Minimum wages.

Q58. That is, an employer cannot pay less than what is known as union wages, but he may pay as much more as he likes? A. Yes.

Q59. Have you an arrangement by which a man that has not got his full capacity, through age or injury, or otherwise, so that he can work with-

out even getting the union or minimum wage? A. 7159
Yes, he notifies his local union. The local communicates with the Borough Committee, whatever the jurisdiction of that particular local is, and the applicant for a privilege card is called before the Strike Committee and examined, and they issue a card to this man which permits him to seek employment wherever he can get it and under whatever conditions.

Q60. For whatever wages he can get? A. Yes, for whatever wages he can get.

Q61. Are you a party to any conspiracy against the plaintiffs?

7160

Mr. Merritt: I object, as calling for a conclusion.

Q62. Do you know of any conspiracy aganist the plaintiffs among the carpenters? A. I don't know, no, sir.

Q63. Is it your intention, and so far as you know, the intention of these defendants, to act the same as to all non-union mill products? A. All non-union mill products are shown the same consideration in the attitude of our men.

Q64. And there is no intention to discriminate against the plaintiffs in any way? A. Not the 7161
slightest.

Q65. The Brotherhood men in the mills make the same products as these plaintiffs make? A. Yes.

Q66. Has not the word "unfair" got several meanings, according to different circumstances? A. Yes.

Q67. For instance, on municipal work it would have one meaning, and under other circumstances,

7162 other meanings? A. Some material manufactured under union conditions would be considered by us as unfair on municipal work.

Q68. Just explain how that would be. A. It would mean a factory outside of this jurisdiction, that work longer hours and for a lesser wage than what we get here.

Q69. That is what the Labor Law, Section 3, provides? A. Yes.

Q70. Even though the shop where it was made was in that locality a union shop? A. Yes. Where the conditions there were the best that they could get in that locality; rents being cheaper, etc., it

7163 makes a vast difference.

Q71. Under Section 3 of the Labor Law, as you contend, men are to work on material at eight hours per day and the prevailing rate where each building is being erected, isn't that your position? A. In the borough where the building is being erected the prevailing rate of wages and the eight-hour day.

Q72. So that if any doors or windows or other parts of a public building were made outside of New York City, you would claim under the meaning of the statute that the wages paid and the

7164 hours employed in the manufacture ought to be the hours and wages prevailing in the locality where the building is being erected. That is your position? A. That is our position.

Q73. And such goods would be unfair, if not so made? A. We would consider them unfair. Of course, there is an exception there. We make provisions at times so that the cost of transportation added to the cost of manufacture might permit an outside employer to come in here, but that

would be outside of municipal work, of course. 7165

Q74. That is where the cost of transportation equalizes conditions? A. Yes. So as not to deprive our men of employment here.

Q75. In the City of New York, do you put up sash of less than 1½ inches in thickness whether it is union or non-union, for everybody? A. There is an understanding with the organization and with manufacturers, but I could not testify as to the thickness, I have never had it called to my notice, except once on the witness stand, and I was not able to answer it satisfactorily to myself or anyone else.

Q76. There is a sort of sash that you put up 7166 whether it is union or non-union in the City of New York? A. There is a sort of sash.

Q77. And that is not made, so far as you understand, by union mills? A. We don't know where that is made. We understand it is made by non-union labor.

Q78. You do not understand that our own men make that same sort of sash in this city in their mills? A. I understand that we made a sort of sash, all sizes on small contracts, wherever it was necessary or essential.

Q79. Your members also put up exterior blinds, 7167 whether they are union or non-union, for everybody? A. Whatever that agreement calls for, I am not familiar with that.

Q80. You put up for everybody, whether it is union or non-union, in the City of New York, such materials as are stated in the Manufacturing Woodworkers' Agreement? A. Yes, whatever the agreement provides for.

Q81. Please state the union wages in Greater

7168 New York? A. The union wages for outside carpenters in Manhattan is $5. a day, eight hours, eight hours all over, that is a general statement. Bronx, Brooklyn, Queens, $4.50; Richmond, $4. The employees of the interior decorators in the Borough of Manhattan get $4 a day for an eight-hour day, and for the same class of manufacture in the outlying boroughs, $3.78 per day of eight hours, and the 48 hour shops have a minimum scale of $15.50, the same in all the boroughs in these 48 hour shops.

Q82. Since you have been Secretary-Treasurer of the Joint District Council, have you heard of
7169 any case where a member has been fined for working on non-union trim? A. I have not.

Q83. Do you know whether the Brotherhood employs any organizers now? A. I don't think so. They were instructed to hand in their credentials on January 1st.

Q84. So far as you know, there are no general organizers in the Brotherhood of Carpenters in Greater New York now? A. Not to my knowledge, no.

Q85. What is this paper I show you, Mr. Neal? A. That is a copy of an original letter sent me by the President of the Trade Board of the Master
7170 Carpenters and the Joint District Council on October 19, 1905.

Q86. And the gentleman that signed it? A. Was Mr. George W. Lewis.

Q87. And his position was? A. President of that board. He is dead.

Mr. Beattie: I offer it in evidence.

Marked "U. B., Ex. A" of this date.

Mr. Mayer: I object on the ground that it is incompetent, irrelevant and immaterial, and not on the ground that it is a copy. 7171

Q88. What is this paper? A. It purports to be a communication sent from the Master Carpenters' Association, Mr. Robert Christie, whose name is typewritten here, was the Secretary of the Master Carpenters at the time; it is sent to Mr. Samuel B. Donnelly, under date of January 6, 1908.

Mr. Beattie: I offer it in evidence.

Marked "U. B. Ex. B" of this date. 7172

Mr. Mayer: I object, as incompetent, irrelevant and immaterial, and not upon the ground that it does not purport to be signed by the Secretary.

Q89. Will you give us an idea of the trade conditions about 1903?

Office of
Lewis & Jones, No. 2 West 14th St.
New York, Oct. 19th, 1905.

E. H. Neal.

Dear Sir: 7173

By the looks of things, October 26th, meeting will run along until October 28th, that is of complaints keep coming in as they are doing at the present time. We will always have the same excuse, (and a good one to my way of thinking) about not knowing that a shop was unfair until your people let us know who is fair and who is not. We have asked for this time and time again, but we get no reply. Until some one used or gives out

7174 contract for material and then your Agents find out that it is unfair material.

Can you tell me why, if Cross, Austin are unfair, we have not been notified of such and not wait until some one has placed work with them. Is this fair? Those of our Association that are active in the work or on Committees, that come in contact with this work and with your Committee, keep posted. Others as long as they are not told unfair, take it all as fair. I believe that you will agree with me, that until we are told who is unfair, it will be hard to find any one guilty.

7175 Yours,

GEO. M. LEWIS.

P. S.—If Cross, Austin, also Marcus of Wms. Bridge, are unfair it would be well for your Committee or Featherston to notify Donnelly, also Robert Christie of the Master Carpenters, so they can send out notice to that effect. Wouldn't be well to have Mr. Eidlitz before Committee or let matter go to the General Arbitration Board. Excuse writing as I have no glasses with me. (I mean eye-glass.)

Yours,

7176 G. W. L.

Eldridge H. Neal, for Defendants—Direct.

7177

Office of the
MASTER CARPENTERS' ASSOCIATION
of the City of New York
Builder's Exchange
30-34 West 33rd Street

New York, January 6th, 1908.

MR. S. B. DONNELLY,
Secretary Executive Committee,
General Arbitration Board.

Dear Sir:—

7178

The agreement heretofore existing between the Joint District Council and the Master Carpenter's Association, having expired by limitation on Dec. 31, 1907. You are hereby notified that the Master Carpenter's Association are not parties to and will not recognize any list of so called unfair firms that is now in the possessino of the Executive Committee of the General Arbitration Board, or that may heerafter be sent to it or you by the Joint District Council, and we would also further, protest against the trial of any cases brought by the Joint District Council against members of the Master Carpenters Association for the use of so called unfair "Trim" before your Board, as the Joint District Council have refused to submit the point in dispute to an umpire as requested by the Master Carpenters Association.

7179

Yours respectfully,

(signed) ROB CHRISTIE, JR.,
Secretary.

A. It was a general turmoil all over the city at that time.

7180 Q90. And the carpenters were involved in this general turmoil? A. Yes.

Q91. Weren't the building trades in a chaotic condition, with strikes and lockouts? A. Very much so, it brought about the creation of the General Arbitration Board.

Q92. And the General Arbitration plan came along and brought a measure of peace? A. Yes.

Q93. That chaotic condition in the building trades ran from 1903-4, didn't it, Mr. Neal? A. Up until July 15, 1904.

Q94. The chaotic condition was largely removed, then, by an arbitration plan that was agreed to
7181 between the employers and the trades on buildings? A. Yes.

Q95. Will you just state in a general way who were parties to that plan? A. The Building Trades Employers' Association, which consists of the employers of the various industries, such as mason builders, master carpenters, tilers, boss electricians, etc., structural iron workers, or the Erectors' Association, I have forgotten the names that I once had on my tongue's end, and the various trades unions engaged in building construction throughout the city. I am under the impres-
7182 sion that there were thirty-eight trades in that Arbitration Board at that time.

Q96. Besides this general arbitration plan, to which, as you say, the employers and the employees of about thirty-eight trades were parties, were there any other agreements, known as trade agreements, made in the different trades? A. A great many of the trades had trade agreements covering that particular branch of the industry. I believe the sheet metal workers had an agree-

ment, and I think the electricians did. I think 7183
they had an Examining Board provided for in their agreement. The Master Carpenters had one.

Q97. That is to say, the Master Carpenters who were members of the Building Trades Association had, outside of the arbitration plan, a separate trade agreement with their employers? A. They had an agreement with eight members of their Association and eight members of the Joint District Council.

Q98. The eight members acting for each party? A. Yes, sir.

Q99. Will you please state the date on which 7184
this general arbitration plan was executed? A. July 3, 1903, adopted by the Joint Conferences on July 9, 1903.

Q100. What is this paper I now show you? A. A circular letter, No. 72, issued by the Building Trades Employers' Association, calling the nine months' lockout off, the restrictions to be removed not later than Friday, the 15th, 1904, signed William K. Fertig, Secretary of the Building Trades Employers at that time.

Q101. Tell us about this lockout. A. It ran through a period of nine months.

Q102. It was a lockout by which the members 7185
of the Joint District Council were locked out by the Master Carpenters' Association? A. Yes, by the Building Trades Employers' Association, everybody employing carpenters which belonged to the Building Trades Employers.

Q103. Including master carpenters? A. Yes.

Q104. And you were locked out in this city for nine months? A. Yes, sir.

7186 Q105. And the paper which I have just shown you ended the lockout? A. July 15, 1904.

Q106. And did you state who Mr. Fertig was? A. He was the Secretary of the Building Trades Employers' Association.

Mr. Beattie: I offer this letter in evidence. Marked "U. B. Ex. C" of this date.

A. Matters were not thoroughly adjusted on that date; it ran along into August before we got straightened out.

Q107. And differences have arisen since, from time to time, between the Master Carpenters and
7187 the Joint District Council? A. Yes, quite often.

Q108. But the general purpose of the arbitration plan and of these trade agreements was to bring about arbitration of differences? A. Yes.

Q109. What is this paper I show you? A. A notice I received from John McClurg, Secretary of the Master Carpenters' Association, in regard to alleged violation of the agreement on the Vanderbilt Hotel.

Mr. Beattie: I offer that in evidence.

Marked "U. B. Ex. D" of this date.

Mr. Mayer: Objected to, incompetent, irrel-
7188 evant and immaterial.

Q110. What is this paper? A. It is a circular letter, No. 129, issued over the signature of William J. Holmes, as Secretary of the Building Trades Employers' Association. It is dated June 14, 1906, sent to Mr. Featherston, the Secretary of the Joint District Council, at that time. I first saw it there, but it was originally sent to the Em-

ployers' Association, who had locked out our car- 7189
penters, and we ordered them to return under date of June 18, 1906.

BUILDING TRADES EMPLOYERS' ASSOCIATION

1123 Broadway

Circular Letter No. 72.

New York, July 15th, 1904.

To the Members:

You are hereby notified that at a meeting of 7190
the Board of Governors held July 13th, the following resolution was adopted:

> It having come to the attention of the Board of Governors that the Brotherhood of Carpenters are violating the orders of Wednesday, July 6th, of the General Arbitration Board in limiting the manning of the work at the south-east corner of 60th Street and Fifth Avenue, the Geo. C. Flint Co., contractors, and that they are picketing this work and thus preventing the members of their Union from employment there, therefore, be 7191
> it
>
> RESOLVED, That unless all said restrictions are removed not later than Friday, July 15th, 1904, at 1 p. m. that all members of the Building Trades Employers' Association are ordered to discharge all members of the Brotherhood of Carpenters in their employ not later than Monday, July 18th, at 1 p. m., and immediately notify the Secretary of the

Eldridge H. Neal, for Defendants—Direct.

7192 Building Trades Employers' Association of the number so discharged under this order.

As the members of the Brotherhood of Carpenters have not returned to work on this job within the time specified above, the members of this Association are hereby directed to discharge all members of the Brotherhood of Carpenters in their employ, not later than Monday, July 18th, at 1 p. m.

Yours respectfully,
WM. K. FERTIG,
Secretary.

7193

Office of the
MASTER CARPENTERS' ASSOCIATION
of the City of New York
Builders' Exchange
30-34 West 33rd Street

New York, September 29th, 1911.

MR. E. H. NEAL, Sec'y-Treas.,
Joint District Council,
142 E. 59th Street, City.

Dear Sir:—

7194 The carpenters in the employ of the United States Metal Products Co. on the Vanderbilt Hotel have been on sympathetic strike in violation of our *agreement* with you since September 22nd, 1911, and up to the present time have refused to return to work.

Unless this job is properly manned by carpenters in good standing from your organization by Monday, October 2nd, 1911, at eight o'clock A. M.

a cessation of work throughout the city in the carpenter industry will take place at once, and the terms of agreement between us, pending the settlement of this sympathetic strike will be suspended. 7195

Yours respectfully,

JOHN McCLURG,
Secretary.

Received
Sept. 29 1911
Joint Dist. Council,
Sec'y-Treas.

Mr. Beattie: I offer it in evidence. 7196
Marked "U. B. Ex. E" of this date.

Q111. How long was that lockout? A. Only a short time.

Q112. That was by the Master Carpenters alone? A. That was over Gaynor's decision. No other trades, only the carpenters were locked out.

Q113. What are these papers that I show you? A. This is a communication sent to me under date of November 22, 1911, by Mr. Rufus H. Brown, who at that time I believe was the President of an Agreement Committee appointed by the Employers' Association, and he submitted with it a copy of a proposed agreement. 7197

Q114. And that proposed agreement contains a clause that you shall not be required to work on non-union trim, substantially? A. Substantially the same thing.

Mr. Beattie: I offer in evidence the letter and agreement.

Eldridge H. Neal, for Defendants—Direct.

7198 Marked "U. B. Ex. G1 and G2" respectively, of this date.

Mr. Mayer: Objected to, incompetent, irrelevant and immaterial, in no way binding on the parties to this suit.

Q115. From your knowledge of the trade conditions in the building industry in this city, what do you think would be the effect of compelling the members of the Brotherhood to work on any non-union mill work brought into this city?

BUILDING TRADES EMPLOYERS' ASSOCIATION
7199 1123 Broadway, New York City

Circular Letter No. 129.

June 14th, 1906.

To the Members:

At a meeting of the Board of Governors held to-day the following resolution was unanimously adopted, and the members are notified to govern themselves accordingly:

Resolved, That the Board of Governors orders all members of the Building Trades Em-
7200 ployers' Association employing carpenters, to resume work on Monday, June 18th, under the same conditions that prevailed prior to the lockout in Manhattan, and under the terms of Judge Gaynor's decision in the other boroughs, until changed by a subsequent agreement.

Yours respectfully,
WM. J. HOLMES,
Secretary.

Eldridge H. Neal, for Defendants—Direct.

Telephones 7151) Main 7152) Established 1895 7201

RUFUS H. BROWN, INC.
BUILDING CONSTRUCTION,
391 Fulton Street.

Brooklyn, N. Y., November 22, 1911.

MR. E. H. NEAL,
142 E. 59th Street,
New York City.

Dear Sir:—

All estimates are given, contracts made and orders accepted subject to delays brought about by accidents, strikes, lockouts or causes beyond our control and on condition that no claims for damages resulting from these causes will be allowed. 7202

Enclosed please find copy of proposed agreement between the Master Carpenters' Association and the Joint District Council.

The Master Carpenters may wish to change the wording on that part of the agreement which refers to the "collection of fines." It may be necessary to do this to make it conform with our Constitution.

Yours truly, 7203

RUFUS H. BROWN, Inc.
Rufus H. Brown, Pres.
H. M.

(Proposed agreement attached to letter not copied into record.)

Proposed agreement attached to foregoing letter.

7204 Mr. Merritt: Objected to, incompetent, irrelevant and immaterial; improper in form.

A. It would bring about a crisis in the building trades here and result in the same absolute chaos that prevailed during 1903.

Mr. Merritt: I renew my objection and move that the answer be stricken out on the same grounds.

Q116. What effect would it have on the union mills in this city? A. It would make storage
7205 warehouses of them and put the men on the street.

Q117. About how many union mills are there, roughly? A. Approximately 150.

Q118. By refusing to handle non-union mill products, what effect does that have on the work of our own union mills? A. It creates jobs for our own men, and that is all we seek, to find employment for our own members.

Q119. And the wages in union mills are understood to be higher and the hours shorter, as a rule, than non-union mills?

Mr. Merritt: Objected to, incompetent, irrelevant, immaterial; improper in form.

7206

A. The wages in union mills are higher and the hours are shorter than non-union mills.

Q120. The Manufacturing Woodworkers' Association's members are members of the Building Trades Employers' Association, are they not? A. They are.

Q121. And their mills are all manned by the Brotherhood men? A. They are.

Cross-examination by Mr. Merritt— 7207

XQ122. You testified, didn't you, Mr. Neal, in the Bossert case, that under the conditions today, the particular branch of the carpenter trade that a man worked at, was highly specialized? A. I think that I was misconstrued in that. I did not exactly mean that.

XQ123. I want to get at your testimony in the Bossert case. As I understand, the Court turned to you and asked you whether or not it was the custom for outside men to go into the shops, and you said no, not frequently now, because the work is highly specialized. Did you so testify in substance and effect? A. I did not mean exactly that. I would have to see my evidence to see what I said, because I had no intention of going as far as that. I could say what I meant in that particular case. 7208

XQ124. You had better do so. A. My intention was to cover the ground in this way: That the tendency of the time is on the part of the employers to make specialists of us, and I base that upon my own experience. For instance, if I go in this building——

XQ125. I do not care for a long explanation. A. I cannot explain it in any other way, because conditions differ under different employers. You might be immensely satisfactory to one employer, and an employer across the street would put you at something radically different from what you had been doing. 7209

XQ126. Isn't it true that the most of the work in the mill is of an entirely different character from the work outside of the mill? A. Yes.

7210 XQ127. And isn't it true that as a rule, barring perhaps the question of your old men, the great majority of your men do not go back and forth from one place to the other? A. That does not apply to the outside men, because an outside man as a rule is an all-around mechanic, and because the boss chooses to specialize him in one particular class of a job, that does not signify that he has so far forgotten his trade that he cannot go at something else when the job is done.

XQ128. Does not the outside carpenter very seldom go back into the mill? A. That is not true. He does go back.

7211 XQ129. That is not referring to the old men. But with that exception, isn't it true that the outside men go back to the mills only infrequently? A. When a man, as I stated in the other case, becomes disabled, through sickness or anything of that kind, so that he is incompetent to keep up the pace that is set in a building, then he seeks refuge in the mill.

XQ130. I understand that perfectly; but take able-bodied men, who are working on the buildings, isn't it infrequent that they go in and work in the mills? A. No, it is not infrequent. I have gone back and forth myself.

7212 XQ131. How long since you have worked at the trade? A. Since October, 1909.

XQ132. The trade has become more highly specialized since then, hasn't it? A. Well, I don't know that it has. I think I could hold up my own if I got back into it again.

XQ133. You must not judge everything by your own personal experience. I want you to testify as to general conditions, because you have en-

deavored to do so. Was your testimony based upon your own personal experience, largely? A. Largely, yes; at the same time, we have a large number of men that go from the buildings to the shops, a large number. 7213

XQ134. Even though they are perfectly able-bodied and not suffering from sickness or age? A. If there is slackness in the employment.

XQ135. Then I take it, that you would say that the men on the buildings frequently go into the shops, even though they are not in any way incapacitated by age or sickness? A. It is a peculiar way to put it, but they are incapacitated by their inability to get a job in the building. 7214

XQ136. You are willing to testify that the outside carpenters who are thoroughly able-bodied, frequently go into the mills? A. Yes. But I qualified that by saying that there was a depression in building construction in the cities, which often occurs.

XQ137. Do they go into such mills as the trim mills? A. They go wherever they can get employment.

XQ138. Then you are willing to testify that these men who work on the outside buildings frequently go into the trim mills? A. Yes, I am willing to testify to that. 7215

XQ139. What proportion of the outside carpenters can do ordinary machine work? Do you think a large number of them can? A. I could not answer that definitely that way, because in going into a mill, if a man has had an all-around training, he can take up any part of the trade, and most of the outside men have had that training,

7216 but as a rule, I believe they take up bench work in these mills.

XQ140. In the trim mills, the number of the bench employees of the kind you are referring to, is comparatively small, isn't it? A. Comparatively, yes. An outside man is as well qualified, or better qualified, to take a mitering machine and miter the trim together than an ordinary machine hand would be, that is, if he is a man that has had any experience, because he knows what he has got to allow for shrinkage of the wood in the building.

7217 XQ141. The character of the bulk of the work done in the mills is distinct from the work done on the building, isn't it? A. Oh, yes.

XQ142. So that as far as the art goes, the art of running a machine would not train a man to do the work on the building? A. Not if he stuck exclusively to the machine, no.

XQ143. And as far as the work of installing material on the buildings, that does not in and of itself train a man to do the work on the machine in the factory? A. Not if he starts his apprenticeship in the erection of the building, on the building, no.

7218 XQ144. Your testimony is that a great many men know how to do both? A. Yes, because they learn their trades thoroughly.

XQ145. Isn't it true that over 75 per cent. of the work done in the mills is not of such a character as to qualify a man to do the work on the buildings? A. I could not say as to the percentage.

XQ146. What I am trying to get at is, that the work of erecting and the work of manufacturing,

are entirely different propositions, except for certain cabinet work done in the manufacturing establishments? A. Yes, there is a difference, in fact, a radical difference in the two. 7219

XQ147. It is an entirely different trade? A. No, not at all. A carpenter is supposed to pick up a piece of wood anywhere and know what to do with it, whether he has to put it on a machine or by hand, to nail it up in a building or glue it together in the shop. That is really part of his trade.

XQ148. You say the old men frequently go into the mills when they become too aged to do the strenuous work in the buildings? A. They do, yes. 7220

XQ149. On what do you base your statement that a fifth of your membership is made up of people who work in the mills? A. Upon figures given me about 1908 or 1909, I think it was, when I asked the business agents to report to me the number of employees in the mills in their various districts.

XQ150. You gave figures as to the entire country? A. I based that on reports given by the General Organizers.

XQ151. Where did you get these reports? A. I have read them in the "Carpenter" and I have come in personal contact with organizers that have been engaged in the organization of mills throughout the country, and I have based my statement upon that. 7221

XQ152. Have you ever seen anything in the "Carpenter" showing the percentage of the membership that was in the mills and the percentage

7222 outside? A. Not stating the percentage outside, no.

XQ153. Or the numbers? A. No. I have seen the report where it gives the actual number of our membership.

XQ154. Have you ever seen any reports of organizers showing the figures as to the number of mill men and the number of outside men? A. Not exactly, no, I could not say that, it is only through coming in personal contact with them and discussing the general welfare, I got an approximate idea of what the number was.

7223 XQ155. That was primarily in contact with organizers working in this section, wasn't it? A. No, primarily through a controversy we had with an organization of woodworkers known as the Amalgamated Woodworkers, and at that time it was a deeply interesting problem, and nearly every active man in the organization was more or less interested in the shop problem throughout the country, and that is where I got most of my information in regard to these shops.

XQ156. How long ago was that? A. It was prior to the date of the agreement with the Amalgamated Woodworkers, I don't remember exactly.

7224 XQ157. Can you give me the year? A. If I could see the agreement, yes.

XQ158. Will you make a note of that and let me know when that was? A. I will try to get it. I could not state the date exactly, because of the fact that this amalgamation was taking place in cities outside of New York at the time, and that is what caused the discussion in New York, but in New York, I believe it was about four years ago.

Mr. Maloney: You mean shops, too? 7225

A. Shops and mills, yes.

XQ159. You have really two different things; a shop and a mill are not the same thing? A. We call them the same, because they have the bench work, usually around the walls of the building, and the machines in the centre. You have got to work them in conjunction one with the other.

XQ160. There is a concern you call a mill that makes a business of producing trim, and a concern which you call a shop which simply supplies material for the builder who owns that shop, isn't there? A. Those shops employ outside men as a rule. If I am working for an outside employer and he wants a little work done in the shop, I go and do it and then go back into the building, and that doesn't make a particle of difference as to my wages. We call them small shops. 7226

XQ161. But there are shops that only get out work for the use of the builder who owns them, are there not? A. I think they are few and far between; I could not specify any one just now.

XQ162. You think all of the shops, or practically all, sell materials to other persons? A. Yes.

XQ163. And not for their own use? A. I believe they do, yes. 7227

XQ164. In substantial amounts? A. I could not give you any definite information on that. I might cite one shop.

XQ165. I do not care for that. It is a matter of general classification? A. It is my belief that nearly all of these mills and factories, so-called shops, manufacture material for others as well as themselves.

7228 XQ166. Then every shop is a trim mill? A. To a certain extent, yes.

XQ167. You stated that you at one time—1910 or 1911, I think, secured 22,000 cards for your membership? A. Yes, we had about 20,000 members at that time.

XQ168. Where did you secure these 22,000 cards? A. I don't remember whether they were ordered printed or whether we got them from the Building Trades at that time. I think we got them from the Building Trades Council.

XQ169. That is, they were the cards signed by Mr. Tompkins for the Building Trades Council?

7229 A. Yes.

XQ170. And they are cards of the same general character which Mr. Tompkins issues to all of the trades affiliated with the Council? A. Yes. I can state now definitely that that is where I did get them at that time.

XQ171. You make a requisition on him for a little more than you estimate to be your membership? A. Yes, because each local takes a few more than they need.

XQ172. And you distribute them among your locals? A. Yes, sir.

7230 XQ173. Do you fill in the names, or the locals? A. The local.

XQ174. You receive a requisition from the locals as to what they desire, and you send them on? A. Their representative from the District usually takes the cards with him.

XQ175. Now you have stated that there are from 3,500 to 4,000 inside carpenters in Greater New York? A. Yes.

XQ176. During what period of time do those figures hold true? A. I base that upon reports given me at the time I asked the business agents to determine how many men were employed in the shops in their respective territories. 7231

XQ177. About when was that? A. I should judge that was prior to my taking the office of Secretary-Treasurer, about 1909, possibly 1910.

XQ178. Has there been any change in the situation? A. I believe there has been a slight growth in the shop end of it. It is pretty hard to give the exact number, because the whole organization fluctuates in its membership, up and down.

XQ179. Then I take it that about the time this suit was started, in 1911, there were from 16,000 to 16,500 outside carpenters, members of your organization, working in Greater New York? A. Approximately, yes. 7232

XQ180. And you stated, I believe, that there was no rival union controlling mill men in the mills? A. None that I know of.

XQ181. You know there are none in this community? A. There is none here.

XQ182. If there are any in the remote parts of the country, you could not say? A. Non-union, or mills controlled by rival unions?

XQ183. Mills controlled by rival unions? A. None that I know of. 7233

XQ184. Your organization has a general rule, hasn't it, not to work with non-union men? A. That is the rule.

XQ185. As well as not to work on non-union material? A. Yes.

XQ186. Then these 40,000 men who work in mills are men who man union mills under the

7234 jurisdiction of your organization in some part of the country? A. Yes.

XQ187. There was at one time a rival union in the mills, which was known as the Amalgamated Woodworkers, was there not? A. Yes.

XQ188. In New York City you entered into some arrangement with the Amalgamated Woodworkers, did you not, whereby you were to work in harmony? Or you absorbed, did you not, the local members of the Amalgamated Woodworkers? A. Absorbed, that is a better word.

XQ189. And to-day you have separate locals that are made up of members of the Amalgamated
7235 Woodworkers? A. Yes.

XQ190. And those locals are made up almost exclusively of mill men? A. Not so much so now, but the great majority of them are mill men.

XQ191. Isn't it true that a member of the locals affiliated with your Joint District Council were made up almost exclusively of mill men? A. There are about four or five, I believe, that is, the mill men are in such preponderance that a few would make no difference in the title—referring to the Joint District Council.

Adjourned to Monday, February 10, 1913, at 2 P. M.

7236

Eldridge H. Neal, for Defendants—Cross.

PAINE VS. NEAL. 7237

Hearing continued Monday, February 10, 1913, 2 P. M.

APPEARANCES:
MR. BEATTIE,
MR. MALONEY,
MR. MERRITT,
MR. WHITTAKER.

Cross-examination of ELDRIDGE T. NEAL, continued.

By Mr. Merritt— 7238

XQ192. Mr. Neal, this Amalgamated Woodworkers' Union which you absorbed, was that made up of mill men almost exclusively? A. Yes, mill men.

XQ193. That did not include in its membership the outside carpenters? A. No, all inside men.

XQ194. And when you first absorbed that, you had separate local unions of mill men, didn't you, that formerly were part of the Amalgamated Woodworkers? A. No, we had what we term mixed locals, machine hands, bench hands, cabinet makers, outside men scattered all over the different locals. 7239

XQ195. You absorbed this Amalgamated Woodworkers' organization, didn't you, in 1910? A. You asked me to look up that date. The only record I find was that the matter was discussed on December 16, 1909, and the agreement was signed, I believe, either the latter part of December, 1909, but they took out their first cards in January, 1910.

7240 XQ196. And when that was done, did not the local unions that were formerly a part of the Amalgamated Woodworkers, still maintain their identity as local unions when they became affiliated with the United Brotherhood? A. They were known as shop locals, the same as 476, and one or two others, just as 309 is known as the cabinet makers, but that is a misnomer; it consists of all men.

XQ197. But at the time you effected this amalgamation you had separate local unions that formerly made up the Amalgamated Woodworkers' Union, that were made up almost exclusively of
7241 union men? A. Prior to taking in the Amalgamated?

Q. No, as a result of taking them in? A. Yes, we formed two local unions of the Amalgamated Woodworkers; we got two charters from the general office, and they are known to-day as shop locals, although some outside men are in there.

XQ198. There were only two new locals formed at that time? A. That is all.

XQ199. About how many new members did you take in at this time? A. I have not any idea. I did not negotiate the agreement.

XQ200. Was the Amalgamated a national or-
7242 ganization at that time, having branches in different parts of the country? A. I believe so, yes.

XQ201. And did this amalgamation with this Amalgamated Woodworkers simply include the local unions in New York? A. Just took in those in Greater New York.

XQ202. Isn't it true that at that time most of the union manufacturing woodworkers in New York City were under the jurisdiction of the Amal-

gamated Woodworkers, rather than the Brotherhood of Carpenters? A. No, it is not true. 7243

XQ203. Take such concerns as the defendants in this case—Harlem River Woodworking concern, the Empire-City-Gerard Co., James C. Forbes, Murray & Hill—didn't they at that time, prior to this amalgamation, employ members of the Amalgamated Woodworkers? A. My experience with the firms you mention, with the exception of possibly one or two, dates from about 1899 up to the present time, or we will say up to the amalgamation of the A. W. W. with the U. B. I always understood those shops to be open shops, because of the fact that there was no uniformity in the rate of wages, and then I believe it was during a strike that we had possibly about 1901 or 1902, when they came under the jurisdiction of the Amalgamated Woodworkers. I know the Amalgamated Woodworkers took about eleven shops away from the Brotherhood on or around that time, but even with that they did not have the preponderance of factories of that calibre in New York City. 7244

XQ204. Do you know what was the situation in regard to these particular shops which I mentioned in the year 1909, prior to the amalgamation? A. Some were United Brotherhood shops and some were Amalgamated Woodworkers. 7245

XQ205. You could not say in regard to those particular ones? A. No, I could not, except that they were all supposed to be union.

XQ206. Either union in the Amalgamated or union in the United Brotherhood? A. Either one or the other, they were always supposed to be union.

7246 XQ207. Cannot you tell from your membership rolls at that time about how many members were added to the United Brotherhood by this absorption of the Amalgamated Woodworkers in January, 1910? A. I believe I could, I would have to call up the office, though, to get it; approximately about 4,000.

XQ208. How comes it that you could state that there are no mills in any part of the country manned by any rival union, if this Amalgamated Woodworkers is still in existence in other parts of the country? A. I don't know that it is.

XQ209. Do you know whether it is or not? A.
7247 Well, I am under the impression that it is not.

XQ210. Your impression is, that there has been an absorption of it in other parts of the country in the same way as in New York? A. What we might term an international absorption. We took in Canada, too.

XQ211. Did it take place at about the same time as in New York? A. No, in a great many instances it took place prior to our amalgamation in New York, I believe.

XQ212. There has been a good deal of warfare, hasn't there, at one time or another, between your organization and the Amalgamated Wood-
7248 workers, prior to the absorption? A. Well, there has been more or less feeling. You are not confusing the A. W. W. with the Amalgamated Society of Carpenters?

XQ213. No, I am not. I understand, as far as the Amalgamated Society of Carpenters goes, there has been a great deal of warfare. That is true, isn't it? A. Yes, that is true.

XQ214. In regard to the transfer of outside

men into inside positions, and vice versa, I want 7249
to call your attention to your previous testimony, in the Bossert case. When you were being examined by your own counsel in the Bossert case, the Court put the question to you and you made an answer as follows: "By the Court: Well, is that frequent in the trade for men, as conditions change, to work in mills and then afterwards work outside as labor demands? A. Not under present conditions, no, sir, they are all specialized now." A. I think if you will go back prior to that you will find that there was certain evidence given that would create a different impression, because 7250
I did not intend to convey that impression to his Honor at that time. What I meant to convey was, that there was a tendency upon the part of employers to specialize men on the various jobs. I tried to explain that here the other day, but was interrupted, and it means practically this: while I might be eminently satisfactory as a door hanger to the contractor building this house, as soon as this building was completed, I was obliged to seek employment elsewhere, and that man might think I was the ideal man to put down base, or put on locks, and during a year's work, during a certain period of time in which 7251
a man shifts from job to job, each employer has a different idea as to the man's qualifications; at the same time, the man is qualified to do anything in the woodworking line, unless it is an exceptional case, like some machine hands who learn their trade on one machine and are confined exclusively to that, and nine times out of ten, when a boy finds they are treating him that way, he quits his employment and seeks something else.

7252 XQ215. Then, as I understand, now, your position is, that it is an exceptional case where a man does not go from one to the other, from a shop to the outside or from the outside to the shop? A. I apply that only to these men who have been confined exclusively to machines of such a dangerous character as a variety machine.

XQ216. I do not understand whether you answer my question yes or no. Do you take the position now, that it is an exceptional case for a man not to go from one position to the other, from the outside to the inside, or vice versa? A. I would not say it was an exceptional case. I say that
7253 it is the practice of men working on the outside to go inside during periods of depression in building construction, and it is also the practice of inside men to go outside, and that happens often, because there is a continual wrangle about that.

XQ217. And that applies to trim mills as well as cabinet shops? A. That applies to all mills, cabinet shops perhaps less than the trim mills, because a cabinet maker is usually something of an artist and he dislikes to leave his bench; he has to keep his tools in perfect condition and he dislikes very much to take them on the outside.

XQ218. And as I understand your testimony,
7254 you would say it would be exceptional to find members of your organization that were not qualified by training to do both the work of the mill hand and the outside carpenter? A. Well, I would not say that. I answered that question as best as I could just a moment ago.

XQ219. Well, the question put to you a moment ago was, whether it was exceptional for them to change from one job to the other. I am now

asking you as to their training, whether or not, in your opinion, it is exceptional to find a member of your organization that is not qualified to do both outside and inside carpentry, by reason of previous training? A. I think I answered that question, Mr. Merritt. 7255

XQ220. Would you mind answering it again, answering it in the form I have put it? A. I cannot answer it in that form, I have answered it the best I know how.

XQ221. And you have given me the best explanation you can, have you, as to your reply to the Court where you said that it was not frequent for men to work in mills and then go inside, because of specialization? A. If I made that statement to the Court, I certainly was laboring under a misapprehension as to what he asked me. If you will remember, I was suffering considerably that day and it was not only painful for me to talk, but it was very difficult for me to hear. 7256

XQ222. Mr. Neal, how do you explain that there should have been an entire separate organization of woodworkers or men working in mills down to 1910 if there was not a distinction between the men working outside as carpenters and the men working in the mills? A. I would explain that in this way. That we had three separate and distinct organizations of outside carpenters here in New York City at one time, the Associated Carpenters, United Order of Carpenters, Amalgamated Society of Carpenters, and the United Brotherhood of Carpenters; that is four, all here at one time. 7257

XQ223. They were rival organizations? A. Yes, but in one city.

7258 XQ224. Why should you have a rival organization which had no outside carpenters and limited itself to mill men, if there was not a distinct classification between the two? A. I presume that they were formed for the purpose of creating a warfare against the shop element in the United Brotherhood. I could not go back and give you the history of the different shop organizations. There have been organizations in New York City of furniture workers, and I presume that either some of the United Brotherhood are the offspring of that organization, or the Amalgamated Woodworkers are the offspring of it, I could not say
7259 which.

XQ225. The United Brotherhood has always had some mill men in it, hasn't it? A. Always.

XQ226. Was it organized before the Amalgamated Woodworkers? A. That is something that I could not state.

XQ227. Both organizations are very old, aren't they? A. It is my impression that they are.

XQ228. Mr. Neal, you stated, I believe, that there was another union of carpenters in New York known as the United Hebrew Trades? A. No, the alteration carpenters affiliated with the United Hebrew Trades.

7260 XQ229. And how many members are there among these alteration carpenters? A. Oh, I could not say exactly, but there is between 900 and 3,000. That is rather a broad statement, but they are such an irregular whirlwind crew, that it is hard to keep track of them.

XQ230. They are limited primarily to alteration work? A. Yes. Once in a while they get on another kind of a job.

XQ231. But primarily it is alteration? A. Yes. 7261

XQ232. How do you arrive at that figure of from 900 to 3,000 members of these alteration carpenters? A. It is a sort of a spasmodic concern, a good deal like some of these political parties that spring up; they spring upon impulse and their membership is quite large, and as long as their enthusiasm lasts they are a large organization, and as soon as the enthusiasm begins to wane, they dwindle down again to the old guard, and that is the way it goes all the time.

XQ233. Could you give us any better estimate of its membership in 1911 than stating that it is from 900 to 3,000? A. Well, the only thing I 7262 could say is, that in all probability it was nearer 900 in 1911 than 3,000.

XQ234. Do you know how it stands to-day? A. Just as I stated a while ago.

XQ235. To-day it is about the same as it was in 1911? A. No, I don't think so, I think it is quite large.

XQ236. You think it has grown to-day? A. Yes, I think it has grown.

XQ237. You think it is larger in 1913 than 1911? A. It is pretty hard to give an estimate even from 1910.

XQ238. How did you get your information? A. 7263 I got it from the organizers of the Hebrew Trades, who come up to the office to see me quite often on matters of this kind.

XQ239. Where is their office? A. I don't know.

XQ240. In regard to this other organization, Local No. 1 of Brooklyn, I understand you stated that this is also a rival carpenter union? A. Yes, that is practically all Hebrews.

7264 XQ241. And you give its membership from 300 to 400? A. Yes, I think that is correct.

XQ242. You think that is pretty close? A. Yes.

XQ243. I think in the Bossert case somebody testified it was from 100 to 200? A. There is also another association of Bohemian carpenters that are not connected with anyone, they are free lances; I guess there are about between 50 and 75.

XQ244. Do these people also work primarily on small jobs? A. On small jobs.

XQ245. Are a good many specially employed,
7265 perhaps by the year? A. No, they are big, husky fellows, I presume that get on non-union framing jobs at the upper end of the city, the outskirts of the Bronx, or perhaps in this district; there are lots of non-unions jobs down here.

XQ246. On the outskirts there is more non-union work done than in the heart of New York? A. Oh, yes, there is more.

XQ247. That is in the outskirts of Brooklyn and outskirts of the Bronx? A. More so in Brooklyn and Queens than in the Bronx.

XQ248. And a good many of these men get jobs in these places. We are only asking for your opin-
7266 ion evidence and we are taking it here in a rather loose and general way? A. Well, a lot of these fellows drift into Manhattan.

XQ249. Get alteration jobs in Manhattan? A. Yes, and jobs of other characters, too. I had a complaint the other day, in Manhattan, men were laid off and non-union men substituted. About 20 men involved.

XQ250. What sort of a building was that? A. A new building.

XQ251. What was done about it? A. I don't know that we could do anything about it; put a picket on the job and say it was on strike and let no union men come in, inform them what the conditions were. 7267

XQ252. What was the building? A. As I understand, it was a tenement house.

XQ253. Whereabouts? A. I don't know, but up in the upper end of the city somewhere. I had the actual location of the job, but I have forgotten it.

XQ254. Who was the builder? A. I have forgotten that, too. I get so many of these things, I just turn them over to the delegates and let them report to the Borough Committees. 7268

XQ255. For all you know, a complete condition of unionism may have been brought about there? A. It is possible, but not probable, not in that instance, because there were peculiar circumstances surrounding that, as I understood it at the time.

XQ256. What were those circumstances? A. Well, it is the fact that the owners, as I understood it, were at warfare with the Brotherhood of Carpenters anyway. They get all the work that they can possibly get done under non-union conditions.

XQ257. Speculative builders? A. I don't know. I am sorry I did not take a note of it. 7269

XQ258. Mr. Neal, you stated that there were from 3,500 to 4,000 inside men in Greater New York, did you not? A. I mean that there were actually employed in the manufacture of interior woodwork.

XQ259. And that there were about a fifth of the membership of the United Brotherhood made

7270 up of inside men? A. I don't know that I said a fifth. I said about 40,000 throughout the United States and Canada.

XQ260. You did not mean, then, that there were 3,500 to 4,000 men in Greater New York that were classed as inside carpenters, did you? A. Yes, I meant that, but as I stated before, that included the shop men and bench hands in the outside locals, in the mixed locals. We have got what is called a shop local in New York City with 1,385 members in it alone, but still there are a great many locals smaller than that.

7271 XQ261. I do not understand how you can classify men in that way and divide your membership into inside and outside men and give such figures, when, as you state, the customary thing is to go from one position to the other. A. The difference in the wage. Sometimes a man, when winter comes along, will prefer employment in the shop at a lesser rate, rather than to stand the exposure in a building, and as I told you before, I based this total membership of shop men upon reports made to me by the business agents at the time we had the shop trouble, during the wage question that was submitted to Judge Gaynor in Brooklyn.

7272 XQ262. In 1906? A. Yes, and perhaps prior to that I had occasion to look it up.

XQ263. Why should you class them as inside men if they are men who work first in one place and then in the other? A. Because they were employed inside at the time and these reports were based upon the actual number of men employed in the factories, regardless of what local they were affiliated with, because we all carry the same card, no distinction at all.

XQ264. But you always have classified some of 7273
the men as mill men and other men as outside men? A. I was classified as a mill man when I worked in a mill, an outside man when I worked outside, and a cabinet maker when I worked at the bench, and that applies to these fellows, too.

XQ265. Then what you intended to say was, that there were about 3,500 to 4,000 union positions in mills where some of your members are working? A. I would not put it that way. It might be the legal way to put it. We would say there were so many mill men employed at mill work, or words to that effet.

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Mr. Mayer: You are using the word "mill men" generally, not as comprising a particular lot of men who work simply at mill work?

Witness: We have no line of demarkation there at all.

XQ266. And your testimony in regard to the 40,000 of your 200,000 of the United Brotherhood is to be interpreted in the same way? A. Yes, based upon conversations with organizers at the time of the talk of the affiliation or amalgamation with the Amalgamated Woodworkers throughout the country.

7275

XQ267. And you do not want to be understood as classifying your men that way, but simply as stating that from time to time there are about so many employed outside and so many employed inside? A. Well, we could not state that they were employed, because we will say that was our membership and it would have to be based upon something, of course.

XQ268. But your position is, as I understand

7276 it, that at no time could you say whether a man was a mill man or an outside man except by determining what particular employment he was engaged at, at that time? A. Well, that is all, yes.

XQ269. So that your definition is not a definition applying to the character of the men, simply a definition showing that there are so many positions in the mills and so many positions on the buildings outside which are occupied by members of your organization? A. Well, yes, of course, that would vary from time to time, of course.

XQ270. But that is the way you want to be understood, isn't it? A. That is the way I want
7277 to be understood, yes.

XQ271. Your figures stating that there were from 3,500 to 4,000 union men in the mills in New York, were based, as you stated, upon information acquired by you as to conditions in 1906? A. Yes, about that time and later.

XQ272. Now, if I understand it, you took in 4,000 more mill men in 1910. How does that make your condition in 1910? A. As I said, the membership in the organization fluctuates. In 1910, as I told you before, we took out about 22,000 cards, with an approximate membership of 20,000 men.
7278 If I went over the books to-day, I think I would find a membership in good standing of 10,000.

XQ273. What do you want to be understood as your estimated membership of mill men in Greater New York in 1910-11? A. I would say that we had approximately between 3,500 and 4,000 men.

XQ274. You stated also that you obtained information in 1906 which led you to make the statement that there were 7,000 non-union carpenters in Brooklyn in 1906? A. Yes.

XQ275. And that there were about the same in 1911? A. In 1906 it was based upon information that we considered we got from a reliable source, and the membership in 1911, that is, the number of non-union men, was based upon the same data given me at the earlier period and from personal observation. 7279

XQ276. And your information regarding 1910-11, is that there were about 7,000 non-union carpenters in New York? A. Yes, employed in Brooklyn and the ouskirts of Brooklyn.

XQ277. About how many of these were inside and how many outside men? A. I could not say. We did not divide them up in that way. It was simply a dispute over a wage claim and Judge Gaynor said when one of the employers introduced the number of non-union men in Brooklyn, he was overruled. He said we were not there to consider non-union men, we were there to consider the union men. 7280

XQ278. As a matter of fact, you know that the greater part of them were men in the mills? A. No, I don't know that, I know there were a great many men employed outside by speculative builders, etc.

XQ279. You would not say that more than half of that number were men employed in mills? A. No, I would not say that. 7281

XQ280. Have you any information on the subject? Would you say one way or the other? A. There was a large number of men working outside on cottage work, etc.

XQ281. That is the best you can do? A. Yes. That is the ideal carpenter work. That is the best I could give. I could not give you a division at all.

7282 XQ282. You say a great many of your men are maimed, who work in the mills? A. Yes, a great many of them.

XQ283. Lose their fingers? A. Yes.

XQ284. What do you mean by a great many, how many in Greater New York? Didn't you testify once yourself? It seemed to me you did say a hundred or more, something of that kind. A. Yes, I believe I did. It is pretty hard to give an estimate, but 100 is a very conservative and safe estimate.

XQ285. Well, 100 out of an entire membership? A. That was referring to the men employed in
7283 mills alone.

XQ286. But in view of the change of men from outside to inside work, it would be a hundred out of your entire membership, would it not? A. Well, you could put it that way, yes. If you were to take a census of that, you would find that my estimate was no doubt far too conservative.

XQ287. I believe you testified that the wages secured by the men in the union factories were more than by men secured in the non-union factories? A. Yes.

XQ288. Do you happen to know what the yearly earning capacity of men in the firm of Cross,
7284 Austin & Ireland is? A. No, I could not estimate on that.

XQ289. Might it not be true, as far as your information goes, that the men working in some of the non-union mills over in Brooklyn might make more in their entire earnings during an entire year than the men working in some of the union mills, because of the greater regularity of work in the non-union mills? A. I could not say definitely

what the yearly earnings of Cross, Austin & Ire- 7285
land employees might be, but from personal observation and investigation I have found that firms that I have questioned have invariably struck an average wage which included high class men employed in the office, as well as the mechanics, and of course, included the exceptional mechanics and cited as their weekly wage as their own, which was partly earned by a boy that the men had to pay out of that wage themselves, especially where piece work predominates, and I have had some experience with non-union shops.

XQ290. Can you give me the average earning capacity of non-union shops over in Brooklyn, per 7286
year? A. No, I have not gone into it that deep.

XQ291. Have you got any idea what it is? A. I could not say and be sure of myself on that question.

XQ292. You stated, I believe, that the union mills made the same character of products as the plaintiffs in this case? A. Yes.

XQ293. In other words, they are competitors? A. Well, I consider them so, yes.

XQ294. And your idea is, that if the union men working on the building should not discriminate against the non-union material, that the non-union 7287
mills, through competition, would practically drive the union mills out of existence? A. Yes, it would. Paine would no longer be a competitor, he and his kind would have a monopoly.

XQ295. It is to protect yourself against this kind of competition, and keep the work for the union mills, that you have this rule not to work on non-union stuff?

7288 Mr. Mayer: I object to the form of the question.

A. It is to keep our union men employed, that is our sole object.

XQ296. And to protect your union mills from being driven out of business?

Mr. Mayer: Objected to, incompetent, irrelevant, immaterial.

A. It necessarily follows that if the union mills were driven out of business, our men would be driven out of employment.

7289 XQ297. I remember you made some such statement to the effect that it would make storage warehouses of your union mills and put the union men out on the streets? A. It certainly would, if we have to meet the conditions that Paine has in his factory, six and eight cents an hour.

XQ298. You do not discriminate against Paine in particular? A. No.

XQ299. It is all non-union material? A. Yes, the highest class non-union shop is the entering wedge for these lower paid mills.

XQ300. So that you are discriminating just as much against Bossert and Newton and Cross, Austin & Ireland and the other non-union concerns over in Brooklyn, as you do against Paine? A. I don't like "discriminating." We merely refuse to handle non-union material.

7290 XQ301. You refuse to handle their material in the same way as Paine's? A. Exactly so.

XQ302. And it is to prevent your union mills from being driven out of business?

Eldridge H. Neal, for Defendants—Cross.

Mr. Mayer: I object to the form of the question. 7291

A. I answered that question once before.

XQ303. What did you mean, by "making storage warehouses" of your union mills? You mean that they would become warehouses handling the products of these non-union mills? A. I meant it in this way: That the land values are worth something to the owners, and they would not want to see their factory, which is equipped for the manufacture of material, stand idle; it could not be used for anything else; they would purchase this western material, or non-union material, put it in there, discharge their employees, with the exception of a few, to handle the stuff. 7292

XQ304. They would become primarily jobbers? A. Yes, peddlers, yes, peddlers or jobbers, as you choose to put it.

XQ305. And as a matter of fact, union mills have to some extent been jobbers in the past, have they not, to a considerable extent? A. Some of them have, yes.

XQ306. That is, lots of these union mills used to purchase stock articles from out of town concerns? A. Yes, that is true. That was usually in violation of agreement, too. 7293

XQ307. That is, if they are operating a union mill, they are not supposed to purchase non-union material? A. Not unless something is particularly specified in an agreement.

XQ308. But the agreements, as I understand it, of the Manufacturing Woodworkers operating union shops, provide that they shall not purchase the non-union material except it be something like

7294 1⅜ inch sash, which is not objected to? A. I forgot to look that up.

XQ309. The agreements provide that they must not purchase non-union material, except as to the particular things that are not objected to? A. Some stock articles, perhaps.

XQ310. But otherwise, your rules require that the union mills shall not purchase non-union materials? A. Yes, that is correct.

XQ311. Now, there is another thing in your examination which I did not understand, and that is, about your treating as unfair certain out of town union mills. Will you explain just what the

7295 attitude of the District Council here is toward out of town union mills? A. Well, a mill far away from New York City, if the men choose to organize, ask for a charter, they probably make an agreement with their employers, or undoubtedly they do, according to the conditions and terms they can get in that particular locality. Now it might be possible that they could not get an eight-hour day, but would have to take a nine-hour day; possibly they would have to work Saturday afternoon; possibly their wages would only be 22½ or 25 cents an hour, something of that kind. Now the men would be unionized, they would have their char-

7296 ter, they would be entitled to all the sick and death benefits the organization provides for, but at the same time, if they ship their material in here, our men that are working forty-four hours at 50 cents an hour in our shops, would naturally object to this manufactured material coming in here; it would have the same tendency to put them out of business as the non-union material would.

XQ312. I believe you testified that you had

never heard of any member being fined under special provision of your by-laws, for working on non-union trim? That is correct, is it not? A. I did so testify. 7297

XQ313. That is referring, is it not, to Section 51 of the by-laws of the Joint District Council, which has been offered in evidence here? A. Yes.

XQ314. That section provides that any member proven guilty of using the product of any person, firm or mill who has been declared unfair by their District Council, or working for any person, firm or mill who has thus been declared unfair, shall be fined ten dollars for each offence. You mean, you never heard of any fine being imposed under that provision of the by-laws? A. I have not, no. 7298

XQ315. Or of a fine of ten dollars being imposed under that provision of the by-laws for working on non-union trim? A. I never heard of a fine being imposed on anyone for doing that.

XQ316. Or of a fine being imposed under that provision of the by-laws for working with non-union men? A. No, I don't think I have.

XQ317. Now there is another provision of the by-laws, which is section 56, which provides that any member obstructing the business agent in the lawful discharge of his duties, or one who stays at work on any job that is on strike, or violates any of these rules, such member or members found guilty may be fined, expelled or suspended from working for the employer at the time of the offence for the space of not less than six months. Now you have known, have you not, of instances where men have been fined under that provision of the by-laws for failure to quit work when ordered so to do by the business agent? A. I have, yes. 7299

7300 XQ318. And there have been repeated fines imposed for that purpose, haven't there? A. There have been repeated fines imposed for violation of that particular section, but whether it applies to the way you put it or not, I cannot say.

XQ319. Could you say that there have been repeated fines imposed upon men for failing to quit work when a delegate had ordered them to? A. No, I could put it in this way: That fines have been imposed repeatedly for violation of section 56 of the by-laws.

XQ320. In how many instances have fines been imposed for failing to quit work when the business agent ordered them to? A. I could not say that.

7301

XQ321. Well, a good many, haven't there? A. There is no doubt there have been a great many.

XQ322. Now you produced here in the Irving & Casson case about 320 reports of Borough Courts imposing fines or penalties upon members for various violations of the by-laws? A. I did.

XQ323. And as I recall, these 320 reports covered a period of about ten months, from January to October? A. I have forgotten the period covered.

7302 XQ324. Have you any of the reports of the Borough Courts subsequent to October, 1911? A. I don't think so.

XQ325. Have you any of the reports of the Borough Courts prior to January, 1911? A. I think that the oldest reports I had were some of those given you. I think you asked for reports specifying violation of 56, 53 and 51.

XQ326. Have you any other reports, other than those which you produced in the Irving & Casson

case? A. I have some that came in since that 7303
time.

XQ327. Do these reports of the Borough Courts which you produced in the Irving & Casson case, constitute a fair sample of the judgments of your courts? A. Exceptionally fair, yes, sir.

XQ328. And they represent about the number and character of judgments pronounced by your Borough Courts for about that period of time? A. They give an average idea of what has been done.

XQ329. So we can treat those as fairly representing the actual situation? A. Exceptionally 7304
fair, yes, sir.

XQ330. You mean by that, that there would be on an average of 320 judgments rendered in the course of a period of ten months? A. No, I don't mean that; there might have been more, but the records you have cover practically the nature of the cases covered during that time. You can get an approximate idea of the nature of the cases.

XQ331. But they don't represent all the judgments? A. Oh, no, not all.

XQ332. How many judgments would there be? A. I could not say.

XQ333. Would there be twice as many as that? 7305
You produced 320, covering a period of ten months, and you say there would be more than that? A. I dont' think there would be twice that many, and that does not apply to the violation of this one section.

XQ334. I am not limiting it to that. I am trying to get the general scope of the thing. A. You have got a general idea in the selection you made from those 320, as to the nature of these cases and from the minimum to the extreme penalty.

7306 Mr. Merritt: I want to offer those reports in evidence in this case, the reports which I offered and the reports which the other side offered.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

Reports marked:

"Comp. Ex. 41a etc."

XQ335. Now, these reports of the Borough Courts are sent to you after the Borough Court has arrived at its judgment, are they not? A. Yes, they are.

7307 XQ336. And your information as to whether a man has been fined for violation of your rules is based upon your familiarity with these reports which come to you? A. Yes.

XQ337. And if a man working on a building was told by a delegate to quit work because non-union woodwork was being used, and he failed to quit work, he would be fined under this section 56, would he not?

Mr. Beattie: I object to that as supposititious, irrelevant, immaterial.

7308 A. He would unquestionably have charges preferred against him by the business agent he defied, and then it would be at the discretion of the Court as to what penalty would be imposed.

XQ338. That is undoubtedly true, but the provision of the by-laws that he would be accused under, and the provision of the by-laws that he would be fined under if he were fined, would be section 56, would it not? A. Yes, I think so, yes.

XQ339. Have you any Borough Court report

showing any fine or judgment imposed upon one William R. Rogers in the Borough of Brooklyn? A. I cannot recall the name; how long ago was this? 7309

XQ340. At the time of the Newton trouble in September, 1910; it has been testified in this case that William R. Rogers refused to quit work on the building where the Newton material was being used, that he was subsequently fined $25 for failing to quit work, and I wondered if you had any report covering that matter? A. I am quite sure that the report would have been among the exhibits presented at that hearing in your office in the Irving & Casson case at that time, if I had such a record. 7310

XQ341. Then you think that you probably never had such a record? A. I would not say that; there may have been a possibility that that record was either mislaid or not sent to the District or something of that kind.

XQ342. Have you received any report of the Borough Court of Brooklyn passing any judgment upon one Herman Seider for the violation of any of the rules of the District Council or the United Brotherhood? A. I have no recollection of the name. 7311

XQ343. Have you received any report from the Borough Court of Brooklyn showing any fine imposed upon one Zudeick for the infringement of any of the rules by the District Council or the United Brotherhood? A. The name is very familiar.

XQ344. This was more of a recent instance, and I would like to have you see if you can produce such a report. A. I will look it up.

7312 XQ345. Have you received any report from the Brooklyn Borough Court showing any fine or penalty imposed upon one Donato Gusman for a violation of any of the rules of District Council or the United Brotherhood? A. Not that I can recall.

XQ346. You stated you had a lock-out of the carpenters by the Building Trades employers lasting for nine months and ending June 15, 1904. A. That was the official ending; that was when the employers were notified to re-employ the men; I don't think that was thoroughly adjusted until August.

XQ347. What was the cause of that lock-out?
7313 A. There were three or four different reasons given for that. One was, on account of a mix-up on the subways. Another was, unfair stone, I think it was, so-called, used down here in the lower end of the city, I forget what building, and another was on the Flint job at 60th Street and 5th Avenue, which was placed at the door of the carpenters, unfair trim; I cannot recall just exactly what the cause of the lock-out was.

XQ348. As I take it, different parties set up those different grievances, or causes for the lock-out? A. That is about the size of it.

XQ349. And the employers declared a lock-out
7314 upon the members of your organization? A. Yes.

XQ350. Was there a lock-out declared on other trades? A. Yes.

XQ351. The employers declared a general lock-out of all trades? A. Yes, I am under the impression that that was a general lock-out.

XQ352. And all of the employers of all of the trades connected with the building took part in it, and it involved all of the unions of the building

trades, generally speaking? A. I am under the 7315
impression that this was a general lock-out, 1903-4, involving all the trades.

XQ353. Now an arbitration plan was adopted in 1903 between the various employers connected with the building trades and the various unions connected with the building trades? A. Yes.

XQ354. That included about 38 different trades? A. At the time we got out of the Arbitration Board there were approximately 38 trades represented. There might have been a few more or less at the time we went in, but approximately 38 trades.

XQ355. And when this plan was formed, there 7316
were approximately 38 unions of the different 38 trades involved? A. Yes.

XQ356. And the plan of arbitration which they entered into required as one of its provisions that only union men should be employed in these respective trades by the employers who were parties to that arrangement? A. Yes.

XQ357. There were about a thousand employers parties to this arrangement, weren't there? A. Approximately that.

XQ358. At that time, were there any trade agreements in different trades, or did they follow 7317
later? A. I believe the carpenters, prior to the formation of the arbitration plan, had agreements either with their employers as individuals or as an association. I am sure of the individual agreement, but I could not say positively as to the association agreement.

XQ359. Now in the year 1904 or 1905, the carpenters made a written agreement with the Master Carpenters' Association? A. Yes.

7318 XQ360. And in that agreement was a clause forbidding the use of the non-union material? A. It said, "There shall be no discrimination against manufactured material except non-union and prison made."

XQ361. But some sort of a clause that has been observed through all of those agreements between the Master Carpenters and the Carpenters' Union since that date? A. Substantialy the same.

XQ362. In 1907 the agreement between the Master Carpenters' Association and the Carpenters' Union expired, didn't it? A. About that time.

7319 XQ363. And for a period of approximately two years covering the entire year of 1908 and down to October, 1909, there was no agreement between the Carpenters' Union and the Master Carpenters? A. I should say all of 1908 and a part of 1909, I could not say down to October, I don't recall that.

Mr. Merritt: I think it is agreed here that the agreement offered in evidence is dated October, 1909.

7320 XQ364. But down to the time of making that agreement, is the limitation of the period when you had no agreement? A. I think that is correct, yes.

XQ365. Now during this period of approximately two years, when you had no agreement with the Master Carpenters' Association, there had been at various times negotiations looking to the making of an agreement, had there not? A. Yes.

XQ366. And during those negotiations, the Carpenters' Union took the position that they would

not enter into any agreement with the Master Carpenters unless they would put in this clause against the use of non-union woodwork; is that not right? A. I believe that was their attitude. 7321

XQ367. And the question of whether or not this clause concerning non-union woodwork should be put into that agreement, was the principal bone of contention between your organization and the Master Carpenters during that time, wasn't it? A. It was one bone of contention, yes.

XQ368. And one of the principal ones? A. One of the principal ones, yes.

XQ369. And was it not primarily because of the refusal of the Master Carpenters to assent to such a provision at the outset, that you went so long without any agreement? A. No, I don't know as you could attribute it solely to that. 7322

XQ370. Did you not take the position that you would not even consider any of the terms of such an agreement until such time as the Master Carpenters would yield on this point? A. I believe the Trade Board did assume that attitude at one of the sessions, I can't recall just when it was.

XQ371. And the Master Carpenters stated to you, did they not, that they thought you were handling non-union material for outside builders, and that therefore they could not afford to agree not to use the non-union material themselves? A. I cannot recall whether they said it at that time or not. They have taken that attitude at various times, and even preferred charges. 7323

XQ372. I mean by outside builders, builders who are not members of the Master Carpenters' Association? A. Yes.

7324 XQ373. And during this period of 1908-9, when there was no agreement between the Master Carpenters and the Carpenters' Union, did not the Master Carpenters' Association offer to arbitrate the question as to whether or not the General Arbitration Plan provided that they should not purchase non-union material? A. I believe there were one or two spokesmen, recognized spokesmen of the Master Carpenters, who insisted that we should arbitrate the question.

XQ374. And the Carpenters' Union said they refused to arbitrate the question and insisted that
7325 the provisions of the Arbitration Agreement provided that there should not be open shop material used? A. Our attitude was, that we refused to arbitrate on the ground that we were not going to take a chance to give up what we already had. In other words, to arbitrate our own men out of jobs. That was our attitude at the time.

XQ375. You were not willing to arbitrate the question as to whether the Master Carpenters should use non-union material? A. On the grounds I have stated, yes.

XQ376. Because it would tend to throw the men in the union mills out of positions? A. In case
7326 we lost the decision. We did not consider it a question for arbitration at all.

XQ377. Why did you not consider it a question for arbitration? A. Because we had a large number of men employed in the manufacture of that work, and as they were just as much parties to the agreement with the Master Carpenters as any other individuals, we did not deem it incumbent upon us to arbitrate anything that we were already in possession of and take a chance of

jeopardizing the interests of three or four thou- 7327
sand of our men in the mills.

XQ378. Did not the Manufacturing Woodworkers' Association, through their representative, also insist that the Carpenters' Union should not arbitrate that question?

Mr. Mayer: Objected to, incompetent, irrelevant and immaterial.

A. I believe one of their spokesmen on the floor did.

XQ389. They supported the Carpenters' Union, did they not, in their insistence upon the arrange- 7328
ment that the Master Carpenters should not use the non-union or open shop woodwork?

Mr. Mayer: Objected to, incompetent, irrelevant, immaterial, too general.

Mr. Maloney: Same objection, and that it calls for a conclusion about supporting them.

A. At times they did, I believe at the final hearings they did so.

Mr. Mayer: Were you present at those hearings?

Witness: At a number of them, yes. 7329

XQ390. Mr. Neal, the Carpenters' Union knew, did they not, when they refused to make an agreement with the Master Carpenters unless it involved the provision as to non-union trim, that the Master Carpenters were required by the provisions of the General Arbitration Plan to employ only union carpenters?

7330 Mr. Maloney: I object on the ground that it is asking for an inference instead of for a fact.

Q. I want a yes or no answer, if you can give it. A. I can't give an answer to the question.

XQ391. You know whether you knew at the time, whether the General Arbitration Plan provided that the Master Carpenters should employ only union carpenters, don't you? A. At the time we went into the Arbitration Board, you mean?

XQ392. No, during this period of two years when you were negotiating for an agreement with
7331 the Master Carpenters, you knew that the General Arbitration Plan provided that the Master Carpenters' Association must employ your members? A. From our point of view, it did, but I cannot say yes or no without its being ambiguous. From our point of view, we understood it, until the dispute arose later as to the interpretation of Section 3 of the Arbitration Plan itself.

XQ393. Then from your point of view, you knew that unless the Master Carpenters could come to an agreement with your Association and could secure the services of your members, they could not comply with the terms of the General Arbitration
7332 Plan? A. I can answer that in this way: That we knew that if we could not have protection, we could not have anything to do with the Master Carpenters or the Arbitration Plan, we would have remained out of them both.

XQ394. You mean, that if you could not have protection on the non-union material? A. Yes.

XQ395. When you say protection on the non-union material, you mean the usual provision

against the use of non-union material which has been put into these agreements from time to time? A. Yes, that is substantially the same, with a view, of course, of protecting the employment of our men. 7333

XQ396. In the latter part of 1911, this agreement of the Master Carpenters' Association with the Carpenters' Union expired by its terms, did it not, and was renewed, in a certain form? A. I would have to see the agreement. I am under the impression it did, on December 31, 1911.

XQ397. The agreement, Exhibit B, attached to the Bill of Complaint in the case of the Paine Lumber Company, *et als.*, was extended in December, 1911, by an extension agreement, which reads as follows: "This agreement in consideration of the mutual promises herein is hereby extended for a period of twelve months from the 31st day of December, 1911, as to all clauses therein except such clauses as may have been declared illegal or the enforcement thereof may have been enjoined by any Court of the United States or State of New York." 7334

Counsel for defendants assent, subject to correction.

7335

XQ398. You made the statement that any qualified carpenter could become a member of the union; he has to be passed upon, voted in by a majority of the union to which he applies, does he not? A. Yes.

XQ399. So that if they did vote him down, he could not become a member? A. Yes, he could; he could make application to another local union; that is the practice.

7336 XQ400. He could not become a member until he found a union where the majority would vote to admit him? A. No, not unless they were willing to take him in.

XQ401a. You also have an Examining Committee, did you not say? A. We did have.

XQ401. Isnt it usual, in the case of candidates in various locals, to provide for an Examination Committee, that is, for the examination of the candidate by a committee, before he is voted upon by the general membership of that local? A. Yes.

XQ402. And how is that committee appointed?
7337 A. Sometimes the locals have a standing committee that examines all applications, sometimes the Chair appoints a committee from the floor, and that is not always of course, the same committee, and in some cases the examination is more severe than in others.

XQ403. And then, I take it, the Examining Committee would make its report to the local and the local at its general meeting would vote upon it? A. Yes.

XQ404. Have you had any reliable information concerning the number of non-union men in Brooklyn since 1906? A. Well, I would consider it
7338 authentic information, but we did not go into such details at that time, we did not go to so much trouble to ascertain it.

XQ405. Give me in brief just the sources of your information upon which you based your statement as to the number of non-union men in Brooklyn in the year 1909. A. It was based upon an investigation made by our business representatives and upon the reports submitted to Judge

Gaynor by the representatives of the Master Carpenters' Association. 7339

XQ406. When was that? A. That must have been 1906.

XQ407. I mean information as to the conditions in 1911. A. That is based upon general reports of the business agents and complaints reaching the District Council from the different locals in the Boroughs, or in the Brooklyn Borough, stating that such and such a territory within Brooklyn's bounds was going non-union, and such and such a hotel was non-union.

XQ408. How could you arrive at any basis of the number of non-union men employed in Brooklyn from such data? A. Only approximately, that is all, an approximate estimate of it. 7340

XQ409. Have you any reports of business agents at your office? A. No.

XQ410. Have you any prior to the year 1910 concerning the operations of the Joint District Council? A. All that I have produced, I think it dates from March, 1909, you have got a record of that in another case.

XQ411. You have not produced any documents prior to the time you came into office, unless it was the minute book of your Joint District Council? A. That is what I refer to. 7341

XQ412. That has not been produced in this case? A. No, I dont' think it has.

XQ413. Have you any reports of business agents? A. No.

XQ414. Have you any minutes or reports of the Strike Committees of any of the Boroughs? A. No.

7342 XQ415. Each Borough has a strike committee, has it not? A. Yes.

XQ416. Have you any minutes or reports of the Strike Committee of the Joint District Council? A. I have not, no.

XQ417. It is a separate strike committee from the strike committee of each Borough, is it not? A. It is, yes.

XQ418. Now as I understand it, when strikes are called because of the use of non-union materials, men receive strike benefits, do they not? A. They receive strike benefits in nearly every instance—I would not want to interpret the mean-
7343 ing of this—but where the business agents say non-union conditions prevail.

XQ419. You mean, they receive strike benefits where they are called out on strike because of non-union conditions, is that right? A. If a man deliberately wroks under the wages, is found working under the wages, or working with non-union men, and concealing the fact, and a strike if called for reasons of that kind, and I would take that to mean what the business agents wish to convey when they say non-union conditions, and yet they may mean a number of things.

XQ420. Where a man wilfully violates your
7344 laws and works with non-union conditions, and a strike takes place, he would not receive strike benefit? A. If I work for an unscrupulous boss, and I was experienced, and I worked for a dollar a day less and tried to cover it up with a lot of my colleagues, and were caught at it, and were taken away from that job under penalty of a fine, why, I don't think the business agents or the courts or

the strike committee, rather, would permit the payment of strike money. 7345

XQ421. But where a man is working on non-union trim and not knowing it at the time, and is called off because it is non-union trim, he ordinarily would receive strike benefits, if he is acting right? A. Yes, strike money is paid for all legitimate strikes.

XQ422. Strike benefits are paid out by the Strike Committee under the order of the business agent who institutes the strike? A. No, a strike check is issued by the business agents to the men on strike in his territory.

XQ423. And he presents them—— A. To the strike committee, where they have to be countersigned by the strike committee. 7346

XQ424. Then what happens? A. He can take it to his local union and have it cashed or bring it to the office of the Joint District Council to have it cashed if he so desired.

XQ425. Now it is customary, is it not, to appoint pickets upon jobs where strikes are called? A. Where it is essential, yes.

XQ426. How much does the picket get? A. The laws provide for $1 a day over strike pay.

XQ427. Now, means have been taken by the Joint District Council from time to time to trace the use of non-union material, have they not? A. Well, I don't know, I presume they have. 7347

XQ428. You have made financial reports showing what is spent for that purpose? A. Yes, there are two items, I believe, in the financial report where it says, "Tracing unfair trim," but it might have been something else, I don't know.

XQ429. I show you what purports to be a finan-

7348 cial report of the Joint District Council from April 1, 1910, to June 30, 1910, and ask you if you recognize that? A. Yes.

XQ430. What is that? A. That is the financial report of the Secretary-Treasurer.

Mr. Merritt: I will offer that in evidence.

Mr. Maloney: Objected to, incompetent, irrelevant, immaterial.

Marked "Comp. Ex. 42."

XQ431. I show you what purports to be a financial report of the Joint District Council from
7349 October 1, 1910, to June 4, 1911, and I will ask you if that is such a report? A. It is.

Mr. Merritt: I will offer that in evidence. Same objection.

Marked "Comp. Ex. 43."

Mr. Mayer: Same objection.

XQ432. Have you any other reports of this character? A. Yes, I believe I have.

XQ433. How often are these reports made? A. Every three months.

XQ434. Will you produce the quarterly reports
7350 from January 4, 1911, to the remainder of the year, and also the quarterly reports from June 30, 1910, to October 1, 1910, if you have them? A. I will endeavor to find them.

Re-direct examination by Mr. Beattie—

RDQ435. Were you under agreement with the Amalgamated Woodworkers in 1909 in this city? A. The first action taken by the District Council was on the report made December 16, 1909, and

some time between that date and January, 1910, 7351
the amalgamation took place.

RDQ436. Wasn't there an agreement before the amalgamation? Didn't you work in harmony together? A. The agreement was through the Joint Arbitration Board of the Employers' Association and the trades, the Amalgamated Woodworkers were parties to that arbitration plan, and that prevailed in the year 1909, I think. I think we were fired out in 1909. It prevailed up to the time when we were suspended from the arbitration board.

RDQ437. Since the extension of the agreement with the Master Carpenters in December, 1911, 7352
has the attitude of any of the members of the Master Carpenters been changed as to requesting the carpenters to work on non-union trim of the Paine Lumber Co., Ltd., Gould Mfg. Co., R. McMillan Co., Morgan Co., Lothman Cypress Co., Curtis & Yale Co., W. D. Crooks & Sons, Bristol Door & Lumber Co. and the Irving & Casson Co.?

Mr. Merritt: Objected to, incompetent, irrelevant, immaterial, and because it is obviously impossible for this witness to testify as to the attitude of each of the 100 members of the Master Carpenters' Association, when 7353
he is continuously employed at the headquarters of the Joint District Council and is not acting as a journeyman in any way.

Mr. Mayer: Objected to, incompetent, irrelevant, immaterial.

A. To the best of my knowledge and belief, no.

RDQ438. Have any of the members of the Master Carpenters' Association since that date re-

7354 quired the members of the Joint District Council to work on any non-union trim or requested them to, to your knowledge?

Mr. Merritt: Same objection.

Mr. Mayer: Incompetent, irrelevant and immaterial; not part of the issues of the case.

A. Not to my knowledge.

RDQ439. Has a business agent any right to give orders to the Joint District Council except along the lines of the by-laws and general constitution? A. He has not, except in exceptional cases, and that would be where a man was doing something 7355 contrary to public policy, that is not embodied in our laws, or doing something that would have a tendency to bring disgrace upon the organization, something that would possibly be covered—I don't know how you lawyers would interpret it—I would say by the Civil Code and not by the laws of the organization.

RDQ440. Would not those exceptions you speak of come under the general provisions with regard to acting for the benefit of the organization and its members? A. Yes, it would come under that head, I believe.

7356 RDQ441. These 320 cases that you have spoken about, were cases in all the five boroughs of Greater New York, were they not? A. Yes.

By Mr. Maloney—

RDQ442. As I understand it, Mr. Neal, the United Brotherhood had mill men and shop men in its organization before its joint agreement between the Amalgamated Society and the Joint District Council of the United Brotherhood? A. Yes, we did.

RDQ443. And you spoke about some men who 7357
were alteration carpenters, who were affiliated with the Hebrew Trades. Is there a Hebrew Trades business organization, employers' association, or employees' organization, affiliated together? A. I don't believe that there are any employers affiliated with the Hebrew Trades. I think it is solely a working man's organization.

RDQ444. That is to say, these trades or industries are united together, or affiliated together? A. Yes, cabinet workers and all sorts of industries.

RDQ445. You were asked about the earning 7358
capacity of men in non-union mills, and I presume it was intended to ask you about what they actually earned, in the course of a year, in those mills. It it not a fact that the only point, so far as union men is concerned, is as to the rates of wages and the hours of employment, as a practical matter? A. That is the only question we consider.

RDQ446. And the rates of wages of the union men is a minimum wage only? A. Yes.

RDQ447. An employer may pay anything beyond that that he thinks the individual men are entitled to? A. As a matter of fact he does, yes. I would also state in answer to that, our provisions 7359
for overtime enable a man to equalize any loss of time that might be caused through a depression in the industry.

RDQ448. Mr. Neal, in case an appeal is not taken in any case where the Borough Court makes a decision, the particular report is thereafter an immaterial matter, so far as the Joint District Council is concerned, is that right? A. Prac-

7360 tically of no importance whatever after the time has expired, 30 days.

RDQ449. It is just a matter of convenience, that you have some of these reports after 30 days, except where appeals are taken? A. We have got to hold them pending an appeal. After the fined member has exhausted all sources of appeal they are of no value to us whatever.

RDQ450. Unless the first appeal within 30 days is taken, the report is thereafter immaterial? A. Immaterial after that, if he does not take advantage of the laws.

7361 *By Mr. Beattie—*

RDQ451. Since you became Secretary and Treasurer, have the Master Carpenters requested you to give them any lists or names of unfair mills?

Mr. Mayer: Objected to, incompetent, irrelevant, immaterial.

A. I have not communications to that effect.

RDQ452. Have you furnished them with any lists or the names of any unfair mills? A. I have not.

7362 RDQ453. Do you know of any unfair list, or any case where the name of an unfair mill had been submitted by the Joint District Council to the Master Carpenters since the receipt of Defendants' Exhibit B, which is January 6, 1908? A. I do not, no.

Adjourned to Friday, February 14, 1913, at 2 P. M.

PAINE VS. NEAL. 7363

Friday, February 14, 1913, 2 p. m.

Appearances:
Mr. Beattie
Mr. Maloney
Mr. Mayer
Mr. Merritt

CHARLES A. BROWN, a witness called by the attorneys for the U. B., being duly sworn by Mr. Beattie, testified as follows:

7364

By Mr. Beattie—

Q1. What is your business? A. Business agent of the New York District Council of Carpenters.

Q2. What particular line of work have you done? A. Business agent for the District Council.

Q3. What is your line of work? A. Business agent for shops.

Q4. That includes shops and mills? A. Shops and mills, yes.

Q5. And how long have you been a member of the Brotherhood of Carpenters? A. Over twelve years.

7365

Q6. And in that time have you worked in different shops, as well as at outside work? A. Yes, sir, I worked five years in the shops and the balance inside and outside.

Q7. In the construction of buildings, as well as in the shops? A. Yes, sir.

Q8. And you are a member of what local? A. 497.

7366 Q9. And you have been Secretary of that local? A. I have been Secretary, Trustee, Financial Secretary and Chairman, and President.

Q10. In the course of your work and employment, have you ascertained as to the dangers of the employment of carpenters in the shops and mills? A. Yes, sir.

Q11. You have, as I understand it, made reports to the State Commissioner of Labor as to injuries of men, from your local? A. From the local, yes, sir.

Q12. Do you know whether it is the practice for outside carpenters to go to work in shops and
7367 mills and for shop and mill men to work as outside carpenters on buildings? A. Yes, sir.

Q13. Take local 476, that is one of the locals of the Brotherhood in this city, is it not? A. Yes, sir.

Q14. It is known as a local of inside men? A. Yes, inside men.

Q15. And how many members has it got? A. It has, I think, over 350.

Q16. And have you ascertained how many men of those members have been injured in the course of their employment in mills or shops? A. The total injured of the membership comes up to the
7368 mark of about 300 of the 350, maimed and disfigured somehow.

Q17. In the course of their employment in shops and mills? A. Yes, sir.

Q18. Have you made inquiries as to local 309 of this city? A. Yes, sir.

Q19. And what is its membership? A. We consider it an exclusively inside local.

Q20. What is its membership? A. Over 1400, 1450 or thereabouts.

Q21. And at the present time how many members are working in the shops and mills, and how many as outside men, in this local? A. The outside men now number between 300 and 400, so the balance are considered inside. 7369

Mr. Merritt: Objected to as incompetent, irrelevant, immaterial, and on the ground that the witness has not shown himself qualified to testify as to these facts.

Q22. How many members of 309, approximately, have been injured in the course of their employment, in mills and shops? 7370

Mr. Merritt: Same objection.

A. Well, allow me to ask a question: I don't want to make any statement except as I got it from the Secretary; I inquired of the Secretary and he gave me these figures.

Q23. Will you answer the question? A. About 300 to 400.

Q24. What local do you belong to? A. 497.

Q25. And how many members are there in that local? A. 250, about.

Q26. Is that a local of inside and outside men, both? A. Yes, sir. 7371

Q27. The other two locals you have just mentioned, that is, 476 and 309, are known as locals of inside men, are they not? A. Yes, sir.

Q28. Your local, 497, is a local of mixed inside and outside men? A. Yes, sir.

Q29. And about how many inside men are among the members? A. About 30.

Q30. That are now working at inside work? A. About 30 inside now.

7372 Q31. About how many of your members have been injured at mill or shop work? A. Possibly 25 to 30.

Q32. Does the membership of your local and these other locals, so far as you have been able to ascertain, change so that some members work inside to-day and outside to-morrow, and vice versa? A. Yes, sir.

Q33. Do you know from your own experience, of the dangers of work in the shops and mills, to carpenters? A. Yes, sir.

Q34. Well, what sort of work do you consider it? A. Dangerous work, hazardous work.

7373 Q35. Do not know whether the hazard of such work would be increased if unskilled men, carpenters, were put to work with skilled carpenters? A. The danger would be increased, yes, sir.

Q36. Does your organization take measures to ascertain whether members who seek to join are qualified as mechanics? A. Yes, sir.

Q37. How is that done? A. We find out where the man is employed, and we investigate all the members working alongside of this man, whether he is capable, and if he is not capable, we do not accept him.

7374 Q38. Do you know anything as to what mills use the union label and which do not? A. No, sir, I do not.

Q39. Well, the greater part of the shops do not use it, do they? A. Well, I do not care to answer on that, because I am a new man, I have not had enough experience in that.

Q40. The business agents have to be members of the Brotherhood and have to be carpenters themselves to be elected to that office? A. Yes, sir, competent mechanics.

Q41. And you take no outside men as any of 7375
your officers, do you? A. No, sir.

Q42. And these business agents are elected for six months, are they not? A. Yes, sir.

Q43. For instance, you were elected to begin your term on January 1 of this year? A. Yes, sir.

Q44. And you took the place of what business agent? A. Mortan.

Q45. As the result of an election, you won out? A. Yes, sir.

Q46. Can you tell us which of these defendants are business agents now?

7376

Mr. Merritt: Objected to, incompetent, irrelevant, immaterial.

Q47. Do you know whether George E. Crimmins is business agent now? A. No, he is not.

Mr. Merritt: I want to have the same objection stand to this entire line of testimony as to whether these men are business agents now.

Q48. Do you know whether Henry W. Blumenberg is a business agent now? A. He is not.

Q49. Do you know whether William O'Grady is 7377
a business agent now? A. No, sir, I do not know whether he is or not.

Q50. Harry Lea? A. I don't know.

Q51. Do you know whether Thomas Dalton is a business agent now? A. I do not.

Q52. You do not know? A. I do not know, no, sir, because they are outside of my jurisdiction; I don't know.

7378 *Cross-examination by Mr. Merritt—*

XQ53. How long had you been working at the trade before you became business agent? A. Possibly fifteen years.

XQ54. Were you a union man during all the time you have been working at the trade? A. No, sir, for twelve years I am a union man.

XQ55. You stated over twelve years? A. Yes, twelve years, and possibly three or four months.

XQ56. So you worked about three years as a non-union man? A. Yes, sir.

XQ57. And then you have been a member of
7379 the Brotherhood for twelve years and a little over? A. Yes, sir.

XQ58. Where did you start in working? A. At the trade, you mean?

XQ59. Yes. A. In a mill shop.

XQ60. What shop? A. The shop was Robert Wick; Robert Wick was the name of the employer; the shop was then located at 22nd Street and 11th Avenue, where the Municipal piers are now, in that locality there.

XQ61. How long did you work for Robert Wick? A. For over two years; it was a non-union shop.

7380 XQ62. And then you went to some other mill? A. From there I worked in a piano shop, in the regulating department; I worked there for six months.

XQ63. Was that work similar to what you had at the Wick shop? A. Yes, we had to use practically the same tools; it requires a man of some experience to work at it.

XQ64. Give me the subsequent history as a

mechanic, as far as you can recall it? A. From 7381
there I went outside.

XQ65. How long did you work in the piano shop? A. Not very long, just a short time, possibly three months, and from there I went outside. I worked outside some time.

XQ66. Do you mean you worked at the erection work somewhere? A. Yes, that is, a man that had a shop worked in and outside, you got sent from the inside to the outside, you know. All that time I kept to the outside work, and off and on I would get a job inside too, in the shops, in the different shops. If I counted all these weeks and months together, it would be about five years together 7382
that I worked in shops.

XQ67. When you testified you worked five years in mills, you did not mean you had worked continuously there for five years? A. Yes, off and on.

XQ68. Have you had any particular line of work, or have you been an all-around man? A. An all-around man.

XQ69. Have you ever worked in a trim mill? A. This Wick, you would consider him a trim mill; he made sash and frames and doors and stuff like that, interior woodwork.

XQ70. Did you ever work in any trim mill after 7383
you left his place? A. You see, if we want to specify trim mills, this is a carpenter shop that makes trim work and other interior work, I don't know whether you could specialize that.

XQ71. I supposed you made a distinction between a carpenter shop that bought outside material and simply supplied its own jobs primarily, and a large trim mill that sells its merchandise

7384 to the builders? A. What we consider trim and cabinet work are two different things. I worked for people that did cabinet work and trim, so I cannot specialize it as trim mills.

XQ72. What is cabinet work? A. Cabinet work is work that you see in this room here, and a better class of wood work, paneling.

XQ73. How is that distinguished from what you call trim? A. What we call trim is the woodwork around the door openings, and doors and base, and other house woodwork, we call that trim.

Cabinet work is distinguished by, say, for instance, fixtures of any kind, bar fixtures, office
7385 fixtures, book cases, cabinets.

XQ74. Has your work been primarily trim work, or cabinet work? A. What I call carpenter work, there is no distinction made.

XQ75. I thought you were drawing a distinction yourself between trim work and cabinet work? A. I said carpenter work. We consider carpenter work different from cabinet work; carpenter work is a man that will make his things in a small shop, by hand, more what we might classify as architectural woodwork; now architectural woodwork is, say, for instance, like large window frames, window frames of any special
7386 dimensions, and any special doors, or things like that made in a carpenter shop.

XQ76. Has your work been principally carpenter work of that kind? A. Yes, sir, that is, when I worked inside, yes, I worked at this particular line I mentioned.

XQ77. But your work is a machine man, in an ordinary trim business? A. I worked on machines when I worked for this Wick.

XQ78. But can you answer that question more directly? A. You mean, did I work as a machinist only? 7387

XQ79. Doing just the work of getting out trim? A. No, sir, I did not.

XQ80. When you stated that it is customary for men to go inside to do inside work, and outside to do outside work, you mean, it is customary for them to go into trim mills and work on the machines in connection with the production of trim, and then go out, on to the buildings, and do the work of erecting? A. Not necessarily, not necessarily to work on machines,—to work on the bench. 7388

XQ81. Do men who are outside carpenters customarily go into the mills and work upon machines in the production of trim, and then go out again and go on to the buildings? A. Oh yes, they do that, certainly.

XQ82. Is it frequent? A. Well, not very frequent, but I know of such cases.

XQ83. There are men in your organization who have done all kinds of work? A. Yes, sir.

XQ94. Well, I would like to get at just your idea, when you speak of men going inside and outside, as to the character of work they do inside? A. Inside they work on the bench, work up their own material to the finished product, and then go outside and erect it. 7389

XQ95. Take such a large mill as Louis Bossert & Son, are you familiar with the conditions which prevail in a mill of that kind? A. Oh, yes.

XQ96. What proportion of their employees would come under this kind of bench work that you are speaking of, that outside men frequently

7390 do? A. Do you mean what line of work would the outside man do inside, if he got into a shop like that?

XQ97. Well, you can answer that first. A. Well, work on the bench.

XQ98. Well, now, what proportion of the men in a mill like that would be men working on the bench in that kind of work—What proportion of the entire number of employees in a mill like that would be men working at the bench doing the kind of work that the outside men go inside and do? A. You mean the proportion of men on the outside that would be capable of doing the inside?

7391 XQ99. No. You say there is a line of work in the mills, like Bossert's for instance, which you call the bench work, and you say that outside men frequently go to inside mills like that and do that bench work? A. Yes, sir.

XQ100. What proportion of the employees in a mill like Bossert's would be engaged at this bench work? A. How many bench hands?

XQ101. Yes. A. Well, I don't know the number of Bossert's men. I could not tell you how many they employ, or how big their shop is. If it is a firm I know, I could give you more information.

7392 XQ102. I put my question in the form of percentages. I asked you what proportion. Would it be one-half of the men or 10% of the men, or what, under general conditions, as you understand them? A. There would be possibly one-third machine hands and the rest bench hands.

XQ103. Then in a mill like that you would regard two-thirds of their employees as doing that line of work? A. Yes, sir. Of course, I don't

know exactly if Bossert does a large extent of trim—line of stock material—or if he makes window frames. 7393

XQ104. Well, Bossert and these other non-union mills in Brooklyn, as I understand it, are mills getting out large quantities of trim, which they sell to the builders. A. There is only machine work required for that, very little bench work, because they do not need bench hands for the gluing for the doors, etc., but in a machine shop, there would be possible two-thirds machine and possible one-third bench hands.

XQ105. You describe to me just as carefully as you can, in a few words, just what you regard as bench work in a mill. A. The gluing up of window casings, making doors, making sash, window frames and wardrobes—that is, wardrobe fronts and doors—cabinets of all descriptions, and all other work that is to be glued. 7394

XQ106. When you say making sash, you don't mean getting out the sash and sawing it up? A. No, assembling of parts, getting it together, gluing, etc.

XQ107. And when you speak of trim, you mean the assembling of trim? A. Yes, mitering it and gluing the corners together.

XQ108. If it was sent out flat, then there would not be any cabinet work to be done? A. Unless it is planed and scraped, sand papered, and that is cabinet work. Wherever you require tools, that is, hand tools, that is bench work. 7395

XQ109. The work requiring the use of hand tools is what you call bench work? A. Yes, sir.

XQ110. And that is the character of the work that the outside man sometimes goes into the mill and does? A. That is the idea.

7396 XQ111. As to the machine work, it does not happen frequently that the outside man goes in ordinarily and does the machine work in getting out trim? A. No, the proportion is not very large, no.

XQ112. The cabinet work includes the assembling together of the stairs, window frames, the making of doors, sand papering, and things of that kind? A. Cabinet work of all conditions, where glue is used; and where hand tools are necessary, that is bench work.

XQ113. Now, as I take it, you spoke of local 497, which is your local. A. Yes, sir.

7397 XQ114. And you said that in that local there were about thirty men working inside at present? A. Yes, about that.

XQ115. And that there were from 25 to 30 who had been injured? A. Yes, sir.

XQ116. And I take it, you mean injured by working inside the mills? A. Working in the mills, yes.

XQ117. Then you took up local 309, which is made up primarily of men working in the mills? A. Yes, sir.

XQ118. You said there were 1450 members, and all but 300 to 400 were inside men? A. Yes.

7398 XQ119. You stated that in that local from 300 to 400 inside men had been injured? A. Yes, sir.

XQ120. Take up local 476, what did you state was the membership of that? A. Over 350.

XQ121. And that they were principally inside men? A. Yes, sir.

XQ122. Can you give the number that you would say were inside men in that local? A. About, say, 300 out of the 350.

XQ123. And you stated that about 300 of them 7399
had been injured? A. There might be more than 300 of the inside men.

XQ124. I take it these are only estimates? A. These are only facts that I received from the Secretary, I would not swear to any of these statements.

XQ125. You mean, you inquired from the Secretary in order to inform yourself? A. Yes, they have got these things; they get them from the statistics.

XQ126. What Secretary was that? A. Recording Secretary of local 476.

XQ127. What is his name? A. His last name is 7400
Darmstadt.

XQ128. Now all of these injuries, as I take it, are injuries that you ascribe to the men working in the mills? A. Yes, sir.

XQ129. As I take it from your testimony in regard to two of these locals, 90 per cent. of the inside men have been injured; in regard to the local 309, from 25 to 30 per cent. have been injured; of the No. 476, 90 per cent.; No. 309, about 300 to 400. And local 497, you stated 99 per cent.? A. I said from 25 to 30.

XQ130. And what about the 30 men working in- 7401
side now? A. This is in the whole local. As I said before, these men work inside and outside; these 30 are working inside at the present time; possibly last year it might have been more.

XQ131. In No. 497 it is a group where they move around more? A. Oh, yes.

XQ132. And you have come to the conclusion that the injuries are much greater and more fre-

7402 quent in cases where unskilled help are employed? A. Where the men are unskilled, yes.

XQ133. And if you found that the percentage of injuries in the non-union mills was much less, would you come to the conclusion that the non-union men were more skilled? A. No, I would not say that, I would not commit myself, because I have never visited non-union mills to see whether the men are capable or not.

XQ134. When you speak of these injuries, I suppose you are referring to the more or less substantial injuries? A. Yes, that is, one, two or three fingers.

7403 XQ135. Not some little scar which a man might have from a cut? A. No, visible injuries, where you can see; if a man gets a finger or the tip of his finger up to the first joint, off.

XQ136. Injuries as substantial as that? A. Oh, yes.

Redirect-examination by Mr. Maloney—

RDQ137. If a man worked at bench work, might he also at the same time use machines in connection with that work? A. Yes, sir.

RDQ138. And does that happen occasionally,
7404 or somewhat frequently? A. Well, in the larger shops frequently, that is, at various times, not continually. If a man has something he will go over to the machine and do it himself.

RDQ139. So that if a man were employed in a mill or shop where he was engaged in doing bench work, and they had machinery there to do part of their work, outside of his hand tools, he at times uses that machinery in connection with the bench work? A. Oh, yes.

Eldridge H. Neal, for Defendants—Re-cross.

By Mr. Beattie— 7405

RDQ140. In some shops is it not customary for men that make shop work or material to erect it in buildings? A. Yes, sir.

RDQ141. Can you give us an idea as to the extent that that sort of work is carried on; are there many men who do that? A. Oh, yes, especially in the smaller mills and shops.

RDQ142. It is a common thing? A. Oh, yes, a usual thing.

Examination of Witness Closed.

7406

PAINE VS. NEAL.

February 18, 1913, 2 p. m.

Present:

Mr. Maloney,
Mr. Beattie,
Mr. Merritt,

Examination of Eldridge H. Neal, continued.

Recross-examination by Mr. Merritt—

RXQ454. Mr. Neal, you stated, I believe, that you had certain quarterly financial reports, the same as Complainant's Exhibit 42 and 43, but covering the different quarters. Have you made a search for them? A. Yes. 7407

RXQ455. You have not been able to find them? A. No, I have not.

RXQ456. You remember we had as Comp. Ex. 42, the quarterly report from April 1 to June 30, 1910, and also from October 1, 1910 to January 4,

7408 1911, and that I wished you to produce the other quarterly reports for the year 1910 and for the year 1911. You have not been able to find any of these? A. No. I had two complete files, I thought, of those, but I have not them, I cannot find them.

RXQ457. Where are the data from which these are made up? A. The minute books of the District Council.

RXQ458. Do these minute books of the District Council contain all the matters that is in these? A. In an itemized form, weekly items; you will find in that quarterly report they are condensed
7409 for the quarter.

RXQ459. Then everything that appears in these quarterly reports does appear in the minute books? A. Oh, yes, only it is struck out in the minute books and it is condensed there.

RXQ460. Have you brought the minute books with you? A. Covering that period that you asked for, yes.

RXQ461. Have you made an examination of the minute books for the purpose of giving any testimony in reference to these items? A. I looked up the quarter you asked for in 1910. You asked for in 1910. You asked for June and October, 1910 and January 4, 1911.

7410 RXQ462. The quarter that I want in 1910 is from January to April, and from June to October. Those are the two quarters which are lacking in 1910. A. The notes I took were from June, 1910, October, 1910 and January 4, 1911.

RXQ463. You mean, beginning on those dates, or ending? A. Beginning. They begin usually the first of the month; January 4 would possibly

start the quarter for 1911. I am not positive of that. 7411

RXQ464. That is all right. The quarterly report from June 30 to October 1, 1910. Have you looked up anything in regard to that? A. I am at a loss as to just what you require there.

RXQ465. I want to get the items concerning the tracing of non-union material for one thing. A. All I found was the name of the one man whose name appeared, this man McClelland, but I saw no item of tracing unfair trim. I did not make a thorough search of it, I only looked in the minute book for that quarter and I saw McClelland's name and considered it was possible that you 7412 wanted that and brought the minute books around.

RXQ466. You saw his name appearing as a man to whom money had been disbursed? A. Yes. I noticed also it was Brother McClelland. There was a question raised as to whether he belonged to the organization or not; evidently he must have, or his name would not have appeared in that manner.

RXQ467. Are these items of expenses arranged so that you can turn readily to them? A. Yes.

RXQ468. Can you tell me in a general way whether money has been spent out monthly for a considerable period of time to McClelland for 7413 tracing unfair trim? A. No, I can't say that that was McClelland's occupation.

RXQ469. Didn't you find any places where it described what his work was, or said anything about tracing unfair trim? A. I only found one item. I took it for granted that would be what you wanted and I brought the book.

RXQ470. That , one item for the period from

7414 June to October, 1910? A. Well, I just looked in the book and saw his name and that covered the period you asked for, and I brought the book down.

RXQ471. Will you look at the book now?

Mr. Merritt: Is there any objection to my looking at the book?

Counsel for Defendants: There is.

Starting in the month of January, 1910, have you the book covering that period? A. Yes.

RXQ472. What is your first meeting? A. January 19, 1910.

7415 RXQ473. How often does the council meet, Mr. Neal? A. It meets the first and third Wednesdays. I don't remember whether that was right or not at that time, but that is the way we meet now. I think they met Thursdays then, but I am not sure.

RXQ474. Don't you find any meeting before the 19th? A. I find a meeting of January 19, 1910.

RXQ475. Do you find any meeting before that, in January, 1910? A. December 31 is the one prior to that.

RXQ476. Take the December meeting first,

7416 which was the last day of 1909. Do you find any item under December 31, 1909, of payment of money to this man McClelland or this man Pfeiffer? A. I do not.

RXQ477. Do you find any item there concerning bonds or certified checks for deposits made by employers to secure the performance of agreements with your organization? A. Bond for back wages of Zebon and Nelson, deposited on agreement.

Eldridge H. Neal, for Defendants—Re-cross.

RXQ478. You are reading just as it appears there? A. Just as it appears there—$127.15. Bond from L. Catter & Co. 7417

RXQ479. Does it state what it is for? A. Deposited as bond on agreement.

RXQ480. Does it give the amount? A. $500.

RXQ481. Who were they, Mr. Neal, builders, or manufacturers? A. I am under the impression that they were builders that we had considerable trouble with in regard to their paying the men their wages regularly. I think that was the cause of getting that bond, to insure the payment to the men. I state that on the best of my knowledge and belief. 7418

RXQ482. Have you any way of verifying that? A. Not now, no.

RXQ483. What do you mean by not now, not in this room, or there is no record to really show? A. I have no record that I could go back to other than this—that is all I find.

RXQ484. Now will you look at the minutes for the meeting of January 19, 1910, and answer the same questions: First, in reference to Pfeiffer and McClelland, or the payment of any money? A. I did cover that. I find no such item.

RXQ485. No item referring to McClelland or Pfeiffer? A. No. 7419

RXQ486. No item which indicates that money was spent for tracing unfair trim or any similar purpose? A. No.

RXQ487. How about the bonds? A. There is no receipt for bonds nor items of expenditure.

RXQ488. Now go on to the next meeting, if you will, and give me the date of it? A. February 2, 1910.

7420 RXQ489. Do you find any item as to Pfeiffer or R. McClelland, or any items which indicate that money was spent for tracing unfair trim? A. Nothing pertaining to Pfeiffer or McClelland, nothing in regard to bonds, either receipts or expenditures.

RXQ490. Would this book cover the expenditures of the Strike Committee? A. Yes.

RXQ491. It would cover everything which is in these exhibits 42-3? A. All receipts and all expenditures.

RXQ492. Of the District Council or any of its Committees? A. Of the District Council, yes, or
7421 the Committees, too.

RXQ493. Will you look at the next meeting and give me the date of it? A. February 16, 1910.

RXQ494. Will you try and answer the same questions with reference to that meeting? A. There is nothing there.

RXQ495. Nothing there in answer to any of those questions? A. Nothing in answer to any of them, no.

RXQ496. Now look at the next. A. March 2, 1910. There is nothing pertaining to McClelland or Pfeiffer. That is all I find.

7422 RXQ497. What is the next? A. March 16, 1910. Nothing there pertaining to the bonds or Pfeiffer or McClelland.

RXQ498. Is the next meeting about April 1? A. April 6, 1910. The only item there is "Return bond, $250. E. H. Fuller."

RXQ499. And in none of these meetings have you found any item relating to money spent for unfair trim? A. No, none of them.

RXQ500. Now just turn for a moment to Jan-

uary, 1911. What is the first meeting? A. January 4, 1911. I find Pfeiffer's name here as an item of expense. 7423

RXQ501. How much? A. $10. There is nothing about tracing unfair trim. I find Pfeiffer again, $10. I find R. McClelland for $12. I find return bond, Presser & Freedman, $250. Return bond of Jacob Bestrezky, $250.

RXQ502. You can skip right on to the next January meeting, if you will. A. January 11, 1911. No receipts or expenses itemized here at all.

RXQ503. Was that a special meeting of some kind? A. Evidently they did not get through.

RXQ504. What is the next meeting in January? 7424
A. January 18.

RXQ505. Are there any receipts or expenditures? A. I find Pfeiffer, $10. I find McClelland, $12. Pfeiffer again for $10. No bonds.

RXQ506. Now if you will give me the next meeting. A. February 1, 1911. I find McClelland for $12, Pfeiffer for $10. Pfeiffer again for $10. That is all of that.

That is February 1, 1911, but that includes the expense account of January 18 and 25.

RXQ507. Now if you will give me the March meetings. A. The next is February 15, 1911. I find Pfeiffer for $10. I find return bond of C. M. Beecher for $100. That is all of that. 7425

RXQ508. Will you give the date of the next meeting? A. March 1, 1911. I find Pfeiffer for $10., McClelland $9., I find Pfeiffer for $10., return bond of C. P. Stripker, certified check, $500. March 15, I find Pfeiffer for $10., no items of receipt and expenditure in regards to bonds.

RXQ509. Now all these items which you have

7426 been reading, you have been reading from the minute book of the Joint District Council? A. Yes.

RXQ510. The bonds to which you refer are bonds which have been given by employers to live up to some conditions of agreement with your organization? A. Yes.

RXQ511. I notice that in Exhibit 43, which is a statement of accounts made up for October 1, 1910 to January 4, 1911, appear the items: R. McClelland, tracing unfair trim, $104; W. Pfeiffer, tracing unfair trim, $130.25. I understand that these reports and all of these items contained in
7427 Exhibit 43 are taken from your minute book of the Joint District Council, or appear also in the minute book of the Joint District Council? A. They appear also in the minute book.

RXQ512. Can you tell me whether or not in your minute book covering this same period which is covered by Exhibit 43, the items there concerning R. McClelland and W. Pfeiffer appear simply as wages paid to them or for tracing unfair trim? A. They appear as wages paid to them per order of some committee.

RXQ513. Then in your minute book from October 1, 1910 to January 4, 1911, these same items
7428 of payments to R. McClelland and W. Pfeiffer would also appear, but they would not appear in connection with the statement that they were paid for tracing unfair trim? A. No, because this runs over a considerable period of time, and these people might have been occupied at something else other than the tracing of unfair trim.

RXQ514. But your Exhibit 43 shows that R. McClelland was paid for tracing unfair trim and

that W. Pfeiffer was also? And I understand 7429
that your minute book covering the same period would note the payments to these men, but would not indicate that they were paid for tracing unfair trim. A. No.

RXQ515. So that for all your minute books show, it may be that these items which you have read for the different periods of time, of payments to McClelland and Pfeiffer, might have been payments made for tracing unfair trim? A. That is possible.

RXQ516. Now you brought with you, did you not, two reports of the Borough Court of Brooklyn? A. Yes. 7430

RXQ517. One is from the Borough Court of the Bronx. A. I brought two, I don't recall what Boroughs they came from.

RXQ518. You took these from your files? A. Yes.

RXQ519. These reports came to you in the ordinary course of business? A. Yes.

RXQ520. Your Borough Courts are provided for by your by-laws? A. Yes.

RXQ521. And their principal duty is to try members of the organization who violate rules of the organization? A. Yes.

RXQ522. As I understand it, this Borough 7431
Committee, after trying a member, if they find him guilty, impose sentence upon him? A. Yes.

RXQ523. It is within their discretion to determine that sentence in the first instance? A. Yes.

RXQ524. Provided they keep within the provisions of the constitution and by-laws? A. Yes.

RXQ525. There is also an appeal from their sentence to the General President, is there not? A. There is.

7432 RXQ526. So that if a member feels aggrieved by the decision of the Borough Court, he has an opportunity to have that decision reviewed by the General President? A. He has.

RXQ527. That is, the General President of the United Brotherhood, who is located at Indianapolis? A. Yes. Also to the General Executive Board.

Mr. Merritt: I will offer these two Court reports in evidence.

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

7433 Reports marked "Comp. Ex. 44a & 44b."

RXQ528. Do the expenditures of the different Borough Committees appear in these records? A. Oh, yes.

RXQ529. So that any money spent by the Borough Committee of Brooklyn would also appear in your records? A. The Presidents of the Borough Committees pass upon the bills and they are submitted to the District for payment.

RXQ530. Does not the Borough Committee pay out any moneys from its own funds? A. No.

7434

Eldridge H. Neal, for Defendants—Re-cross.

Tel., 1014 Melrose
Seal

7435

United Brotherhood
of
Carpenters and Joiners
of America
and
Amalgamated Society
of
Carpenters and Joiners
of America

Bronx Borough Committee

JOINT DISTRICT COUNCIL
of
New York City and Vicinity
(Label)
Headquarters: 375 East 149th Street.

7436

BOROUGH COURT New York, June 22nd, 1912.

Report of the Secretary of the Borough Court to the Sec'y-Treasurer of the Joint District Council.

(This report must be forwarded to the Sec'y-Treasurer of the Joint District Council immediately after the Borough Court accepted the Report, so the Locals or Branches can be notified at once of the findings.)

7437

To the Sec'y-Treasurer of the Joint District Council:

BRO. Harry Zudik of Local 497 L. P. 297
Branch
was fined $15.00 for violating Section 53 of the Joint District Council By-Laws.

Date of trial 20th day of June, 1912.

Eldridge H. Neal, for Defendants—Re-cross.

7438 Date report was received by the Borough Committee June 20th.

(The Secretary of the Court will insert the specification as to what the violation was, so that the Sec'y-Treasurer can keep same on file for future reference.)

Worked Decoration for single time.

WM. McDONALD, Sec'y of Court.

Notified
6/24/12

Tel. 3923 Main

7439 SEAL

United Brotherhood
of
Carpenters and Joiners
of America
and
Amalgamated Society
of
Carpenters and Joiners
of America

Brooklyn Borough Committee.

JOINT DISTRICT COUNCIL
of
7440 New York City and Vicinity
(Label)

Headquarters: Atlantic Avenue and Boerum Place.

BOROUGH COURT New York, Dec. 12th, 1912.

Report of the Secretary of the Borough Court to the Sec'y-Treasurer of the Joint District Council.

(This report must be forwarded to the Sec'y-

Eldridge H. Neal, for Defendants—Re-cross.

Treasurer of the Joint District Council immediately after the Borough Court accepted the Report, so the Locals or Branches can be notified at once of the findings.) 7441

To the Sec'y-Treasurer of the Joint District Council:

Bro. Harry Ludick of Local 497 was fined $25.00 for violating Section 42-56-57 of the Joint District Council By-Laws.

Date of trial 29th day of Nov., 1912.

Date Report was received by the Borough Committee Dec. 12th.

(The Secretary of the Court will insert the specification as to what the violation was, so that the Sec'y-Treasurer can keep same on file for future reference.) 7442

Working on job that was on strike also suspended from working on job at south 5th street & Hewes St.

(forward)
HARRY BURNS, Sec'y of Court.

Dec. 16, 1912.

RXQ531. Suppose, for instance, that the strike benefits are paid in accordance with the orders of the Borough Committee, does it mean that the bill for these strike benefits must come to you? A. There is a check issued. I testified to that before. The check has to be countersigned by the Borough Strike Committee, which is paid to the individual. 7443

7444 *Re-direct examination by Mr. Beattie—*

RDQ532. Were McClelland and Pfeiffer employed in Brooklyn in connection with Brooklyn mills? A. I don't know what their occupation was, but Pfeiffer I know was employed in Brooklyn, by the Brooklyn Borough Committee, I believe.

RDQ533. There are a number of non-union mills in Brooklyn? A. Quite a number.

RDQ534. In none of these records that you have spoken of, or in any other minutes that you have kept, is there any mention of Irving & Cas-
7445 son Company or of the Paine Lumber Company, or of any other of the plaintiffs in the Paine case? A. Not unless it applies to an item of expenditure for legal defence, or something of that kind.

RDQ535. Has anything come before the Joint District Council that you know of in connection with tracing any of the trim of Irving & Casson, Paine Lumber Company or any of the other plaintiffs in the Paine case? A. No, sir, it has not.

Recross-examination by Mr. Merritt—

RXQ536. Can you state, Mr. Neal whether or not in these two Borough Court reports which
7446 you have introduced, they apply to the same man? A. I could not state positively, but it is my impression that they do; that is only my impression.

RXQ537. One seems to be Harry Zudick, and the other seems to be Harry Ludick, but your impression would be that they both concern the same person? A. Yes, it is my impression, but I don't know of my own knowledge.

RXQ538. You have never known of the name of any manufacturer who came before your District

Council, have you, as having his trim traced? A. 7447
No, I have not.

RXQ539. The names really do not come before your council, do they? A. Well, all matters of interest that come in the nature of communications from the local unions are taken up and discussed by the District Council.

RXQ540. In the matter of tracing unfair trim or calling strikes upon jobs where unfair trim is used, those matters in detail do not come before your District Council, do they? A. Not in detail.

RXQ541. And ordinarily the name of the concern whose material is struck against does not come before your District Council? A. Not un- 7448
less it is mentioned incidentally, where there is a big strike on involving a number of men and it is a matter of vital interest.

By Mr. Maloney—

RDQ542. The employment of men, if any men are employed, to assist in tracing of unfair trim, might be a matter of assistance to business agents, might it not? A. Yes.

RDQ543. Whose duty it is to ascertain where unfair trim is situated, or what is known as non-union trim? A. Yes. 7449

RDQ544. There have been cases, haven't there, where men found difficulty in tracing the trim because the trim was taken from non-union establishments in wagons and trucks not bearing the manufacturer's name, and transported to one place and then re-loaded on other trucks without names, and then sent to some purchaser?

Mr. Merritt: Objected to, leading and suggestive.

7450 A. That has been done in our experience.

RDQ545. Cases of that kind give difficulty to the business agents in tracing the practice of delivering non-union trim so as to evade the observation of the Joint District Council?

Mr. Merritt: Same objection.

A. Yes.

RDQ546. And of the carpenters working on the job?

Mr. Merritt: Same objection.

A. Yes.

7451 RDQ547. In other words, you find occasions where the union carpenters are employed, where, by these methods which you have described, it is sought to have them, without their knowledge, work upon what you call non-union material?

Mr. Merritt: I object; it appears that counsel is the only one who has described these methods.

A. Business agents have described such a condition to me at various times.

RDQ548. And the council endeavors, wherever it ascertains these conditions, to trace the non-

7452 union material and prevent the perpetration of such frauds upon the men? A. The council or its subordinate bodies, the Borough Committees or the business agents, do.

RDQ549. And if men have been employed outside of the organization to trace such trim, it may have been on occasions of this kind? A. It might have been.

RDQ550. Do you know McClelland personally? A. I believe I have met him.

RDQ551. You don't know Pfeiffer, do you? A. No, I would not know him if he came in the room. 7453

PAINE VS. NEAL.

Friday, February 21, 1913.

Present:
MR. BEATTIE,
MR. MAYER.
MR. MERRITT.

Hearing adjourned to Friday, February 28, 1913, 2 P. M. 7454

PAINE VS. NEAL.

Friday, February 28, 1913, 2 P. M.

Present:
MR. MALONEY,
MR. BEATTIE,
MR. MERRITT,
MR. MAYER.

Adjourned to Friday, March 7, 1913, 2 P. M.

7455

PAINE VS. NEAL.

Hearing Friday, March 7, 1913, 2 P. M.

Present:
MR. MALONEY,
MR. BEATTIE,
MR. MAYER,
MR. MERRITT.

7456 GEORGE R. MURRAY, a witness called on behalf of defendants, being first duly sworn, testified as follows:

Direct examination by Mr. Beattie—

Q1. What is your full name and residence? A. 29 Lincoln Avenue, Greenwich, Connecticut.

Q2. Do you know Mr. Herman Kertschar? A. Yes.

Q3. Do you know where he does business? A. Elmira, New York.

Q4. Under the name of Kertschar & Company?

7457 A. Yes.

Q5. A factory for making mill products used in building? A. Yes.

Q6. Do you know Mr. Frank H. Humphrey of Palen & Sons? A. Yes.

Q7. Where is Palen's Sons located? A. Kingston, New York.

Q8. They have both testified in this case about the employment of a certain man named Friedenreich. Will you tell us what you know about Friedenreich, or that employment? A. I don't know any man by the name, that is, I could not recall any man by that name; I might know the man if you told me who he was.

7458 Q9. Friedenreich was the head driver for Kertschar & Co., as I understand it, who was employed to trace trim that came into New York, by Kertschar and Palen's Sons? A. Now I know who you mean. I met the man once.

Q10. Only met him once? A. Yes.

Q11. And in what connection did you meet Mr. Kertschar? A. Oh, I met Mr. Kertschar relative

to signing an agreement, I believe, in his mill in 7459
Elmira, something pertaining to an agreement.

Q12. Do you remember whether it was about this agreement? A. I could not give you dates—a couple of years ago.

Q13. Agreement with your organization? A. I met Mr. Kertschar and his brother and Mr. Mark Thaler; Mr. Herman Kertschar is of course, the head of the firm, or President.

Q14. That was about 1910, wasn't it? A. I think it was.

Q15. Did you have any conversation with Mr. Kertschar about Friedenreich—this man I have talked about? A. Not that I remember. I believe 7460
he introduced me to him as his carter, or boss driver, or boss carter, something of the kind, one day when I was in the office there.

Q16. Did you have anything to do with the employment of this Friedenreich? A. No.

Q17. Did you contribute or did the Carpenters Organization contribute anything to the payment of his wages? A. Not that I know of.

Q18. Do you know of any reason for employing him that the Carpenters Organization had? A. No.

Q19. There has been evidence here that copies of cars and materials that came into New York, 7461
and other data, was sent to Kertschar, and Palen's Sons, and a copy was sent to you. Do you know how they came to send you a copy, assuming that they did? A. Why, I think about the time I was in the office. I think Mr. Kertschar told one of the girls that "we had better send Mr. Murray one of these copies." I was the man who had made this agreement in the mill at that time. I don't know

7462 any particular reason why he should have sent me the copies, though.

Q20. Had you anything to do with the organization of carpenters down in New York? A. Never.

Q21. Your work is confined to Connecticut and thereabouts? A. Not strictly to Connecticut; wherever I am sent; it might be in New Jersey, or part of New York State, or Connecticut, or Rhode Island, or Massachusetts, mostly in Connecticut.

Q22. Were you assigned to do anything in New York City in 1910? A. Never; never at any time since I have been in connection with the Brotherhood, for ten years, eleven years——

7463 Q23. And your office in the Brotherhood in 1910-11-12 was what? A. One of the general organizers.

Q24. Was the information contained on any of these slips which were sent to you, of any use to you? A. No.

Q25. Did Mr. Kertschar tell you why he was getting this information? A. Why, I believe he did in a general way; I was not much interested in it; he told me that he wanted to find out just how our people were treating him. I had reduced the hours from nine to eight in the factory and he

7464 seemed to be a little up in the air about it. He said everybody ought to be treated alike, and he thought that by getting data and finding out, and then getting better conditions in the way of making an agreement with him, he ought to get the same conditions as other people were getting, and I believe that was his idea in getting this data. But it was no use to me. I could not use it. I was not in this city. I did not use it, I never kept it.

Q26. Did you know what Henry Friedenreich

was paid? A. I did not know he was paid any 7465
salary.

Q27. As I take it, you had nothing to do with the employment of him or the payment of his salary, nor the organization, so far as you know? A. I did not know he was being paid other than as a carter, which I suppose he would be paid as a foreman carter by Kertschar.

By Mr. Mayer—

Q28. You have spoken of an agreement with Kertschar & Co., and as I understand it, you were the man that organized the Kertschar shop into 7466
a union shop? A. No.

Q29. You had nothing to do with it? A. No, I was the man who made the agreement; I think it was 1910; reducing the hours from nine to eight.

Q30. And you made that agreement on behalf of the organization that you represented, the United Brotherhood of Carpenter's? A. Yes.

Q31. And Mr. Kertschar made that agreement on behalf of Kertschar & Co.? A. Yes.

Q32. That was a single agreement, referring only to his shop? A. Yes.

Q33. Do I understand it, that the only reason why Mr. Kertschar suggested that the copies of 7467
the papers or reports that Friedenreich was making were to be sent to you was because you were the man with whom he dealt in making the new agreement for that year? A. Yes.

Q34. And you had no interest in the matter at all? A. I had no interest in the data that he was getting at all. It was not in my line of business.

7468 *Cross-examination by Mr. Merritt—*

XQ35. How long were you a general organizer? A. Why, I think my last commission dates from 1904.

XQ36. Are you still a general organizer? A. Yes. That is, I have not got a commission just at present, it has not been forwarded to me as yet; whether I will be, I don't know; I was up to the first of February.

XQ37. Up to February, 1913, you had been an organizer since 1904? A. Yes.

XQ38. As an organizer, it was your duty to try
7469 and unionize the shops? A. Yes, general organizer, general organization work, trying to unionize shops outside, although I never organized any of the shops, I was not in that line of the business. There were men organizing shops, and I was on the outside.

XQ39. Just tell what your duties were? A. Well, my duties were generally to settle grievances between employer and employee to organize new locals wherever there was a possible chance to organize them and audited the books of the local when necessary.

XQ40. That refers more particularly to the out-
7470 side men, rather than the inside men? A. Well, it did with me, because I never happened to be sent to inside work or inside mills or shops.

XQ41. You had to do with Mr. Kertschar's agreement, which was an inside matter? A. Yes, but not in the matter of organizing; it was merely because I was available at the time to make that agreement I was sent there, because of the fact that there was not a mill man who had not other

duties to confine him to a certain place, and I was sent there simply to make the agreement reducing the hours at that time. 7471

XQ42. Who sent you there? A. The general office.

XQ43. That is, you received your instructions from Indianapolis? A. Yes.

XQ44. When you were sent out, did you receive any instructions to confine yourself to any particular territory? A. When we are sent out, we are sent out specifically, to Elmira or any other place that we may be sent to, to some specific work, from the general office, or three or four jobs.

XQ45. And do you receive instructions from the general office from time to time? A. Yes. 7472

XQ46. These instructions are forwarded to you in writing? A. Yes.

XQ47. Then your operations are conducted under the directions of the general office at Indianapolis? A. Yes.

XQ48. As far as you know, is that true as to the operations of general organizers generally? A. Yes, as far as I know; I don't know that any of them can do anything of their own volition.

XQ49. General organizers are people employed by the general office at Indianapolis and act under the instructions from the Indianapolis office? A. Yes. 7473

XQ50. Did you receive these papers to which you referred, from Mr. Kertschar's office? A. I suppose they came from there, yes.

XQ51. Kertschar's name was on the envelope, wasn't it, in printed matter? A. Why, I don't know as it was, I could not tell you that.

XQ52. Well, during what period of time have

7474 you received papers which you supposed came from Kertschar & Co.? A. Well, I could not tell you the dates, or I could not tell you whether I received one a week, or ten a week, or when I received one, because they were of no value to me and I simply threw them in the waste basket.

XQ53. During what period of time did you receive them? A. I don't know what period of time. It was some time after that agreement was made, I believe, I don't know whether it was a week, a month or three months afterwards.

XQ54. And you received them for an entire period of a year or two years? A. No, I never re-
7475 ceived them for any such period of time, I could not tell you whether I received them for three months or six months. I was away from home practically all the time and these things would accumulate there and they would be thrown into the waste paper basket. My duties took me away from home seven-eighths of my time, that is, out of my own town.

XQ55. In what form were these papers? A. I think they were typewritten form, looked as if they were probably a carbon copy on a yellow paper, I believe that is how they came to me.

XQ56. Were they just loose sheets of paper, or
7476 memorandum books? A. I could not tell you whether they were a blank sheet, or ruled sheet, or what they were.

XQ57. But whether they were memorandum books or loose sheets, can you tell me that? A. I cannot. What do you mean by a memorandum book? It was not in book form. It was a sheet of paper; I don't know whether they were taken out of a book, or a blank sheet of paper like this here.

XQ58. Didn't you look at any of them? A. Yes. 7774

XQ59. And you saw in them, did you not, accounts of tracing unfair material coming into the New York market? A. No, did not see any accounts of any such things, accounts of a carload of stuff coming in from some place, car number so and so, and it was Choctaw Indian or Greek to me what they meant. I couldn't tell you where they came from—probably the town was mentioned; but the number of the car and that stuff I did not pay attention to, because I was not interested in it.

XQ60. That is, the records showed carloads of wood materials coming into New York City? A. 7478
Carloads of trim coming from some place, I don't know where from, Batavia or some other place.

XQ61. And gave the number of the cars, etc., where they were sent? A. Oh, yes.

XQ62. Did not that part of the records which you read also indicate where the materials had been taken to be used for construction work? A. Why, I believe in some instances it did, I believe it stated who it was consigned to.

XQ63. That is, in some instances where you read, it indicated that such and such materials had been taken to such and such a building? A. Oh, no—I don't think there was ever anything 7479
mentioned of the building. There was simply a car came in from such and such a mill, or such and such a town, car number so and so.

XQ64. Didn't it state in some instances that some materials had been taken to say 128 Park Avenue, where building was being erected, or something of that kind? A. It might have done, I can't remember any specific things.

7480 XQ65. You state that you destroyed all of these? A. Yes.

XQ66. Threw them in the waste paper basket? A. Yes.

XQ67. Didn't show them to anyone else? A. No.

XQ68. And you swear positively on that point as to all of these? A. As far as I know, I won't swear positive that I never showed them to anybody, because I might have, but I don't know anybody I showed them to, and I can't remember showing them to anybody. Still, if there had been a business agent in the town, I would have shown
7481 it to him in a business way, but I don't remember ever doing it.

XQ69. Was it after you had signed this agreement with Kertschar & Co. that Mr. Kertschar instructed his girl to send this memoranda to you? A. Yes, I believe it was.

XQ70. And about that time? A. Around that time, I believe.

XQ71. Do you know where we could procure a copy of the agreement which you executed with Mr. Kertschar at that time? A. Why, Mr. Kertschar must have a copy of it.

XQ72. Do you know where you could procure a
7482 copy? A. No.

XQ73. What did you do with the copy which you retained for the people you represented? A. I don't know, I believe there was a copy sent to Indianapolis, that was the people I represented, and I believe there is a copy in the mill local in Elmira. They are the people who retained the copy, I don't know the number of the local.

XQ74. Who determined the terms of employ-

ment specified in this agreement? A. It was 7483
mutually agreed between Mr. Mark Thaler and Mr. Kertschar in Elmira, and myself.

XQ75. From where did you get your instructions as to what terms you should agree to? A. From the national office.

XQ76. Do you know whether or not any of the officers of the Joint District Council were consulted as to those terms? A. I did not consult any of them.

XQ77. You have no knowledge of their having been consulted? A. No.

XQ78. And whether or not the national office 7484
at Indianapolis consulted them, is a matter about which you know nothing? A. Why, I have no reason to know anything about that. I was sent to this specific job and I done it.

XQ79. And you embodied the terms in the agreement which the national office told you to embody? A. No, they did not give me any specific terms to embody. The question was, to get all mills under an eight-hour basis and I was sent there to make an agreement, and I made an agreement on an eight-hour basis, and a minimum rate of wages of $2.40 a day.

XQ80. Was this a different minimum wage from 7485
what they had in their previous agreements? A. Yes, I don't think they had any minimum rate, if I remember the old agreement, there was no minimum established.

XQ81. Now who determined this minimum rate in the case of Kertschar & Company? A. Mark Thaler and Mr. Kertschar and myself.

XQ82. Did you have full instruction to decide that matter? A. Only as far as my knowledge of

7486 what minimum would be recognized as a union shop. Thirty cents was the minimum?

XQ83. Thirty cents an hour? A. Yes.

XQ84. Of eight hours a day? A. Yes.

XQ85. Do you mean that thirty cents an hour is the minimum that would be recognized as a union mill by the United Brotherhood or by the Joint District Council of New York? A. The United Brotherhood; I was not doing business for the Joint District Council of New York.

XQ86. Do you know whether or not there are other mills running under union regulations that pay less than thirty cents an hour in other parts
7487 of the country? A. Not recognized as union mills, I don't think, it may be, I have not a knowledge of all the mills; I state that I am not a mill man and am not familiar with that end of the work.

XQ87. Where did you get the general form of agreement that you used with Kertschar & Co.? A. Why, I think the general terms of the agreement was a copy of the agreement that had been in existence with Kertschar & Co. only changing the conditions of it, as far as I know.

XQ88. You just followed the agreement which they already had and made the necessary changes as to wages and hours? A. Yes, I think that was
7488 mostly followed—I am not sure of it.

XQ89. What other States have you operated in, besides Connecticut? A. Massachusetts, Rhode Island, New York, New Jersey, Pennsylvania, Illinois, Minnesota—I guess that's about all.

XQ90. Did you meet any other organizers or business agents at the time you met Mr. Kertschar? A. No.

XQ91. Did you organize Mr. Humphrey's shop,

Palen's Sons? A. I organized that shop around ten years ago, I don't know just when, when it was first organized. 7489

XQ92. I believe it has been organized and unorganized since that time? A. I understand it has been since that time.

XQ93. It has been union part of the time and non-union part of the time? A. I organized it the first time it was organized, from a ten-hour to a nine-hour shop. I can't give you the date.

XQ94. Was Mr. Humphrey present at the time you met Mr. Kertschar and was introduced to Friedenreich? A. No, I could not tell you, I don't think so, I met Mr. Humphreys once only in Mr. Kertschar's office, once or twice only, I don't know whether that was the day that I met the other man or not, I don't think it was. 7490

XQ95. Did you have any negotiations with Palen & Sons at that time? A. I never had any negotiations with Palen & Sons or Humphreys other than eight or ten years ago, when I organized the shop.

XQ96. You did not meet Mr. Humphreys there by appointment? A. No, I did not know him until the name was mentioned, and then I recollected him from the other time. 7491

By Mr. Mayer—

Q97. Mr. Humphreys just happened to be there at the same time you went to see Mr. Kertschar? A. He happened to be there at one time I dropped in to see Mr. Kertschar.

7492 *By Mr. Beattie—*

RDQ98. Did you speak to him? A. Yes. I tried to bring back to his mind the time I organized his shop; he could not remember me or I him at the time, and I happened to bring the matter up of attending a fraternal meeting.

RDQ99. Did you have any talk with him about hiring Friedenreich? A. No.

By Mr. Maloney—

RDQ100. I understood your work was in the way of organizing trade locals outside? A. Yes.

7493 RDQ101. Not organizing mills? A. No.

RDQ102. And during this period of several months, or whatever it was, that these alleged communications were sent to you, you were away from your place of residence at Greenwich where the papers were sent? A. Most of the time.

RDQ103. And did that mean that you were far away, in a different state? A. Generally, yes.

RDQ104. And these papers you found at your place of residence when you returned? A. Yes.

RDQ105. Did you know, or understand at any time from anyone, that there was any scheme or deveice by means of these communications to you

7494 to trace so-called non-union trim for the benefit of your organization? A. No.

RDQ106. And did you send these papers or communications, whatever they were, to officers of the United Brotherhood or to the Joint District Council? A. No.

RDQ107. Did these car numbers or other data on the papers convey to you any meaning at all that you found useful in your occupation as or-

ganizer? A. Not as far as I was concerned, they 7495
were not useful to me.

RDQ108. And you gave them to no one else to make use of? A. No.

RDQ109. Would you recognize these papers if they were shown to you—copies of them? A. Yes, I believe I would, in a general way.

RDQ110. Were the papers that were sent to you in connection with that matter, sheets of paper like that? A. No.

RDQ111. They were not? A. No.

RDQ112. Now look at all the others—they all appear to be the same? A. They never were like 7496
this; they were on a piece of yellow paper that I got.

RDQ113. Might it have been like this one in the book? A. No, I could not tell you, I would not be sure of that, I don't think there was any writing on any of these things.

RDQ114. Did you either directly or indirectly have any arrangement with Mr. Kertschar, Mr. Palen or Mr. Humphrey, or anyone else, by which they were to furnish you information of the character set forth on these papers and that you were to furnish them to your organization? A. No.

RDQ115. And did you at any time agree either 7497
individually or on behalf of your organization to pay any money for these things? A. Never.

RDQ116. And you did not know of any money being paid by anyone therefor, did you? A. Never.

RDQ117. At the time that you had these dealings with Mr. Kertschar about the change of hours from nine to eight, and the adjustment of the wage scale, there was some grievance at that time concerning this shop which you were sent to

7498 adjust, is that right? A. Yes, I was sent to make a new agreement, the agreement had expired.

RDQ118. And at that time the shop was on a basis of nine hours? A. Yes.

RDQ119. And some other scale of wages? A. Yes.

RDQ120. And wasn't that at that time a grievance on the part of your organization against Kertschar & Co.? A. Yes, we would not recognize them as a union shop if they were working more than eight hours.

RDQ121. And in pursuance of your general duties to adjust grievances, you were sent there to
7499 Kertschar to make this adjustment, which you did make? A. Yes.

RDQ122. And that was the origin and the end of your business dealings and relations with Kertschar at or about this time, was it not?

Mr. Merritt: Objected to as leading.

A. Yes, that was the end of my dealings with them.

By Mr. Mayer—

RDQ123. As I understand it, there was abso-
7500 lutely no connection, as far as you were concerned, between the making of this agreement which you succeeded in making at that time, and the tracing of cars by this man Friedenreich? A. Not a thing

Testimony of Witness Closed.

WILLIAM SIMPSON recalled: 7501

Re-direct examination by Mr. Beattie—

RDQ335. Have you met Oliver L. Worden? A. I believe I have.

RDQ336. And Mr. Groll, who has previously testified? A. Yes.

RDQ337. And Mr. William Klein? Did you meet him? A. No.

RDQ338. And were you as an organizer interested in the Groll job at 53rd Street near Lexington Avenue? A. Yes.

RDQ339. Will you state what the trouble was there about the trim? Klein told you it came from whom? A. Everybody that had anything to say about it, said it came from Harpers, Meadville, Pa., all of them said the same thing. 7502

RDQ340. And you found out it did not? A. I went to Meadville and found out that Harper had not shipped any stuff in to them at all.

RDQ341. What arrangement did they request you to make with regard to that shipment of trim? A. After I come back they wanted me to agree that I had seen the shipping list or the way bill, whatever they call it, and they showed me then a bill that came from Harper—Groll showed it to me; I believe he got it from Klein or somebody else. 7503

Mr. Merritt: I move that that be stricken out.

A. And they showed me a bill from Harper, but it was a bill for Jersey, and they wanted me to go to the Council and say I had seen the bill that

7504 came from Harper on this job. I told them I could not do it, and I refused to have anything to do with it.

Mr. Merritt: Who said that?

A. Well, I suppose they were all in it. I got it from either Klein or Hagemeyer, I could not say which one he got it from, but he must have got it from some of them people, because he got the list from them to show to me.

Mr. Merritt: I move to strike out the witness's assumptions, as incompetent, irrele-
7505 vant and immaterial.

By Mr. Beattie—

RDQ342. Did you tell Worden that you wanted him to assist you in unionizing the Harper Lumber Company's mill? A. No.

RDQ343. Did you say to Mr. Worden that he could not ship any more stuff from Meadville unless the mill there was unionized? A. No, I told them we would not handle non-union material, I told them that they could buy it wherever they pleased, but we would not handle non-union material. That is all I told him. You can't stop them
7506 from buying anywhere they want to, but if they can't get men to handle it, they will certainly have to get it from somebody else. And the men won't handle it if it is non-union.

RDQ344. Did you say to Worden that he would have to have union mills if he intended to sell goods in New York? A. Not to my recollection.

RDQ345. And did you further tell him that after you had finished with New York you were

going to Brooklyn? A. I don't believe I did, be- 7507
cause that's the only point where they always try to put it into your mouth that you say something, see? They will make you say it if they can, and if you say something else, they will say it anyway.

RDQ346. Did you say to Worden, "Unless you have union mills you will not be able to sell any goods in New York, and later none in Brooklyn"? A. Not to my recollection. I never said anything of the kind. He told me himself that he was going to have a mill and that he was going to organize it and he wanted to know if we would recognize it as a union shop. I told him we would have to know the shop first, before we would have any- 7508
thing to do with it. He wanted to tell me it was union or partly union at that time, but he did not give the name of the shop.

RDQ347. Mr. Worden has testified "About this Harper mill, in a general way, I asked him what the conditions were as to the requirements for unionizing, and he said that information could be had through the Indianapolis office and he gave me the man's name, but I cannot recollect it." A. I never said that.

RDQ348. "He told me to write to a certain man connected with that." A. I never referred him to somebody else as far as that is concerned, because 7509
I could not do it.

RDQ349. Did you say to Worden that he would have to have union made material if he wanted to do business in New York? A. I told him that the men would refuse to handle non-union material, and they could take what meaning they wanted out of that; I don't know whether he thought I told him the other thing or not, but I am sure I did not.

7510 RDQ350. Have you met George Hagemeyer? A. Yes.

RDQ351. Did you have a conversation with Hagemeyer, with Mr. Storey, defendant? A. I was in their company at one time.

RDQ352. Mr. Storey was a business agent, who is now deceased? A. Yes.

RDQ353. Mr. Hagemeyer has testified: "Mr. Storey told me that if I delivered this material upon the job that he would shut down the entire Groll job and Mr. Simpson coincided with him and told me practically the same thing." A. I never remember Storey saying so, and I am positive I
7511 never had any business to say so.

By Mr. Merritt—

RXQ354. Now just give me what your conversation was with Mr. Worden? A. It would be pretty hard for me to remember that now.

RXQ355. Give it as near as you recall it? A. I don't know as I could recall it at all, specifically, or indirectly, or in any other way, any more than I know I did not say these things, because it was not in my line of business. I had very little to do with them anyway; after I went there and found
7512 out it was non-union, I simply reported back that it was non-union and I was out of it; after that it was up to Storey and the business agent.

RXQ356. And you say you know you did not do these things because it was not in your line of business? A. Yes, that is up to the business agent. I only found out whether these people were lying to us or telling the truth.

RXQ357. But it was in your line of business to go to Meadville and find out whether they were

shipping any stuff to Groll? A. I was ordered to do that. 7513

RXQ358. It was in your line of business to tell Mr. Worden that none of your men here would handle non-union stuff? A. When he asked me that I answered him that way; that was an offhand talk; I happened to meet him there on the job one day. I did not go there to meet him at all.

RXQ359. Although it was entirely in your line of business to make this statment to Worden, and entirely in your line of business to go to Meadville and find out whether they were shipping stuff to the Groll job, you swear it was not in your line of business to say to Mr. Worden that the non-union stuff could not be used in New York, is that true? A. I might have said something to him in an offhand talk; when he speaks to you you can't spit in a man's face, you have got to answer something; if he says I said so, that's up to him, I say I did not, as far as I can remember. 7514

RXQ360. And you say the reason why you did not say so is because it was not within your line of business? A. Not to have any argument with him on that, that was up to the business agent.

RXQ361. And you say you can't remember directly or indirectly any of your conversation with Mr. Worden? A. No, I could not, not at the present time. That is some time ago; I don't think I can remember everything that people have said that I said in the last three or four years; I would have to keep a book. 7515

RXQ362. How far is Meadville, Pa. from New York? A. I think it is about 517 miles, something like that.

RXQ363. And you travelled away down there to

7516 find out whether or not these men were telling you the truth when they said that the material for the Groll job came from Meadville, Pa.? A. Yes.

RXQ364. And yet you say it is not within your business to tell anyone that non-union material cannot be used in New York? A. I did not say that, I said it was not my business at that time to talk to him on that proposition.

RXQ365. At whose expense did you travel down to Meadville to ascertain this matter? A. At the expense of the general office, I suppose, that is where I get my pay from.

7517 RXQ366. Who gave you instructions to take up this Groll job? A. Well, I was going to convention at that time in Rochester and I was told to stop around that way, to take a ride around that way and then go on to the convention.

RXQ367. Who told you that? A. I am not positive, but I think it was Brother Cook.

RXQ368. Where was he when he told you that? A. Up in the Joint District Council's office.

RXQ369. In New York City? A. In New York City.

RXQ370. Did not some one assign you to the Groll job to find out about it? A. No, it just became a matter of going around and looking at

7518 jobs. I was pretty well acquainted with Groll and stopped at the job one day and asked Mr. Groll where he was getting his trim from. He said it was coming from Harper, Meadville. Then we wanted to have him show something to prove it and he could not, consequently he kept on swearing that it came from there, and we made up our minds that it was not coming from there and I went there and found out it was not.

RXQ371. Were you a business agent or general 7519
organizer at this time? A. General organizer.

RXQ372. Was it part of your duties as a general organizer to find out if non-union material was being used on the buildings? A. Yes.

RXQ373. Mr. Cook, who told you to look into this matter, was also a general organizer at the time he told you that, wasn't he? A. Yes.

RXQ374. What other general organizers were there working in New York at that time? A Brother Rice; I don't know whether Savage was on at that time or not, I think Brother Rice was on at that time.

RXQ375. Wolfinger? A. Wolfinger was in 7520
Brooklyn.

RXQ377. You are limiting yourself to Manhattan, when you say New York? A. Yes, on that job.

RXQ378. Had you ever seen Mr. Worden except on this one occasion? A. I am not positive, I think I met him twice, I am not sure, but I think I met him twice. I think I met him once in his office and once upon the job.

RXQ379. Did you meet him on this Groll job? A. I met him in the corner saloon uptown, where I met him and Groll.

RXQ380. Is that the conversation you are re- 7521
ferring to? A. I believe that is the time he has reference to, I am not sure.

RXQ381. Can you give any conversation which you had with him when you met him at his office? A. When I met him at his office it was long before this case ever came up, some three years or so ago, when I first became general organizer. I met him in a casual way and talked over the matter of organizing; that was all at that time; that was before any trouble came up at all.

7522 *By Mr. Mayer—*

RDQ382. You mean this Groll trouble? A. Before we ever had any trouble with him at all, never mixed with him, never done no business with him at all.

Testimony of Witness Closed.

Mr. Merritt: I give the defendants notice that if the testimony of Otto M. Eidlitz containing opinion evidence on the conditions in the building trades is offered, that I shall insist upon offering opinion evidence of other witnesses relative to the conditions in the

7523 building trades.

It is hereby stipulated that the following evidence of Otto M. Eidlitz, taken in the action of Bossert, *et al.* vs. Dhuy, *et al.*, in the Supreme Court of the State of New York be read into the case at bar in behalf of the defendants Neal, *et al.*, with the same force and effect as if the said Eidlitz had testified herein, subject to the objections and exceptions on both sides therein contained, and any other objections and exceptions which may be made thereto at this day's hearing.

7524 It is further stipulated that the evidence of Rufus H. Brown and Lewis M. Harding taken in the action of Bossert, *et al.* vs. Dhuy, *et al.*, may be read into the case at bar in behalf of the plaintiffs with the same force and effect as if the said Brown and Harding had testified therein, subject to the objection of the defendants Neal, *et al.*, that the said evidence is not rebuttal and subject to the objections and exceptions therein contained.

February 28, 1913.

OTTO M. EIDLITZ, 489 Fifth Avenue, Manhattan, New York, in behalf of defendants: 7525

Direct examination by Mr. Beattie—

Q1. What is your business, Mr. Eidlitz? A. I am a builder.

Q2. What is known as a mason builder? A. Yes, sir, general contractor and mason builder.

Q3. And you have been president of the Mason Builders Association? A. Yes, sir.

Q5. Of the City of New York? A. Yes, sir.

Q6. During what period? A. As I remember it, from 1900 to 1904, I believe.

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Q7. You have been chairman of the Board of Governors of the Building Trades Employers Association? A. During 1903 and 1904.

Q8. A member of the Tenement House Commission in New York, in 1901? A. Yes, sir.

Q9. Member of the Ahearn Investigation Commission in 1905? A. Yes, sir.

Q10. You have served on a number of commissions, including Employers Liability Commission, commission regarding the cause of industrial accidents, commission regarding cause of unemployment, and so on? A. Yes, sir.

Q11. A member of the American Society of Civil Engineers? A. Yes, sir. 7527

Q12. And the American Society for Testing Materials? A. Yes, sir.

Q13. And you have conducted large building operations in the City of New York, for a number of years? A. Yes, sir.

Q14. Among other buildings, have built recently the Bankers Trust Company Building? A. Yes, sir.

7528 Q15. And generally you are familiar with trade conditions in the building industry in New York? A. Reasonably, yes, sir.

Q16. Well, you are really the author of this General Arbitration Plan, as we are informed? A. That is correct.

Q17. Would you mind describing the conditions in the building trades in the year 1903? A. Well, in 1903, the trades in the building industry of the city were—many of them had trade agreements with their employers, but the employers were not acting in unison, everybody was acting independently, and the result was that the labor side of the
7529 house was absolutely cohesive and had their central body to transact their business and to enable them to act as a unit for all the different trades in the building industry, whereas, the employing side of the house was simply isolated, and each trade was managing its own affairs the best way it could. A condition had grown up in the building industry, particularly through one particular trade, which seemed to foster that situation, which brought about the exaction of fees and extortion, as the employing side of the house thought it was in several instances, and this got to be so flagrant that it drove the employers into one organization. In
7530 addition to that, what was even more important and more imperative to bring about that result, was the fact that each of the organizations was very jealous, naturally, of the work that came specially within its bailiwick, and its purview, and they resented the invasion, even in the smallest degree, of one trade in another bailiwick, if you might term it so. Now, the result was that in many instances very important operations were held up because, say, as for example, the clash be-

tween the steam-fitters and the plumbers—both 7531
would claim that they had the right to install all certain pipes or fittings in connection with an installation in the work generally, and if you allowed steam-fitters to do it, why, then the plumbers would withdraw their men from the building, or if you allowed the plumbers to do it, the steam-fitters, and vice-versa. This even went so far that in some instances they not only withdrew the men from the particular building under discussion, but would withdraw the plumbers, for instance, from all the work of a general contractor throughout the city, so that he might have four or five or six
operations stopped because of a controversy of 7532
that kind. In addition to that, there were certain lines of affiliation between the various trades, so that, for instance, if the steam-fitter had a grievance he might have influence enough with two or three of the other trades to pull the men in support of that special point. So that the whole situation became very irksome and absolutely impossible. The result of it was that the employers came together and formed themselves in the Building Trades Employers Association. Roughly, about a thousand firms came together as one man, and inaugurated this institution. Then it became
necessary to devise some means whereby there 7533
should be an impartial trial of any case that might come up, and notice was served upon the organization that the withdrawal of men would not be tolerated for any reason, that if a man had a complaint, or a union had a complaint, that proper methods of trying that would be instituted and that the case would be heard and justice would be done without the stoppage of work. I can say that during the seven years that the Board was in

7534 existence, that was very successfully done. There probably has never been an institution of this magnitude, run jointly by employers and employed, where there was as much good faith shown by the larger number of those concerned, to live up to the contracts as agreed, and to try and avoid all difficulties, and, if they did occur, to arrive at an equitable settlement. There were a few instances, of course—when you consider that this affected pretty close to one hundred thousand men in New York and Brooklyn, perhaps in the neighborhood of twenty-five hundred to three thousand operations going on simultaneously, there was a
7535 very wide chance for a difference of opinion, or for one individual or another of either side to try and assert himself or work out his ideas on any particular question, but substantially for those seven years that Arbitration Plan worked, we all believe, for the best interests of both sides, and since that time. During those seven years there were a great many special arbitrations and rulings of Executive Committees and questions of trade jurisdiction which were thrashed out and in which definite decisions were rendered, and those decisions govern today in the City of New York. So that on account of the Board having been in
7536 existence for seven years, over nine-tenths of all the contentious questions that would crop up, and which were never settled have been settled, and to that extent the industry has been at peace ever since—that is, the major portion, really, of the controversies, is out of the way for good and all, and those decisions are acknowledged by the labor side, as well as by the employing side of the house, as the code of rules for those questions in the building industry in New York.

By the Court— 7537

Q18. How was it, Mr. Eidlitz, that such a beneficial body as this Joint Board was given up? Why did not they keep on? A. Well, that is a leading question. I can only answer it more or less—I have got to qualify by saying that this is only supposition on m part. The reason it disbanded was this: One of the rules of the Joint Board was that the Building Trades Employers Association guaranteed for its members the observance of its rules, guaranteed the individual members observance of the rules, and if he did not observe them he was subject to complaint and censure 7538
and fine by the Grievance Committee of the Employers. The labor side of the house guaranteed for each of their unions the observance of the rules, and that, if an organization was ordered to return its men to work, by the Executive Committee, which was composed of six each of employers and employees, and did not do so, if it then were ordered to do it by the Supreme Court, which was composed of one hundred and twenty men, sixty employers and sixty laborites, if they did not return the men then, the unions agreed that it was an understood fact that they would
suspend the organization from the benefits of the 7539
Board, which meant that the labor side of the house would work with anybody that was installed in a building of that particular trade that had refused to abide by the order of that Supreme Court. Is that clear, sir?

Q19. Well, did that situation—— A. That situation arose in 1910, through a strike of the steamfitters. The steam-fitters struck——

Q20. That led to the disbandment of the—— A. That led to, as you might say—the meeting ad-

journed. They refused to suspend, although they had, first, through their representatives on the Executive Committee, and second, through two orders that were made in the general body—the steam-fitters did not return to work, and it led to the adjournment of the body. Now, since that time the work has been carried on by meetings between the representatives of labor on one side and our own Executive Committee on the other, and inasmuch as the labor side of the house has agreed that all these questions which had been settled during the life of the Board should maintain and become the code of rules for the trade, why, the business relations between ourselves and organized labor in this city have been carried on fairly amicably and no very serious clashes have occurred. Now, you can readily see that if the majority of the causes for disturbance have been eliminated, and inasmuch as each trade still has its trade board to do business with, each individual trade, in but very few instances—there are a few where they have not—but in most cases each trade has an agreement and stipulated contractural relations with its employers, and when any question arises the trade board the complainants state their case and the trial is held, and a verdict rendered, and in ninety-nine cases out of one hundred it is mutually agreeable, and in some cases it is not, but either side or the other accept it for the sake of the general good.

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By Mr. Beattie—

Q21. About how many associations were these thousand firms or individuals which formed the

Building Trades Employers Association divided into? A. Thirty. 7543

Q22. Is there a sort of inter-independence among these different trades in the construction of a building, so that if one trade will balk, it really ties up trades? A. Yes, that is the trouble. For instance, a difficulty in the steam trade or difficulty in any of the pipe trades simply means that if the pipes are not installed you cannot proceed with the rest of the finish of the building you can not close in and cover up the pipe system and plaster and go to the general finish of the work—it simply means cessation, even though one trade only is at loggerheads with its employers. 7544

Q23. That makes it practically a necessity that there shall be a general body and an understanding among all the employing trades as well as among the trades of the employed, doesn't it? A. I do not think there is any question about that.

Q24. Is it not a matter in which the general conditions in each locality have to govern largely what is done? A. Yes.

Q25. And as you have found out, in the City of New York a general arrangement of all employers in connection with a body involving all the labor unions employed on a building, is practically a necessity? A. Yes, sir. If you say "arrangement," I construe it that you mean by that an understanding so far as the wages, rules of service and general conditions of that industry are concerned—if that is what you mean. 7545

Q26. That is just it, Mr. Eidlitz, and I was going to go into this. An arrangement, if I may be permitted to keep that word, that will be mutually satisfactory on both sides, has to be the result, has to be the result, has it not, of concessions on

7546 both sides? A. Well, whether it has to or not, it is a fact that it works out that way.

Q27. And I think you have used a word heretofore, that these agreements are the result of bargaining in which each side stands out, perhaps, for better terms at the beginning than it gets at the end? A. Yes.

Q28. And is not the foundation of this agreement——

Mr. Merritt: What agreement are you referring to now?

The Witness: I take it you mean the foun-
7047 dation of any general trade agreement between the employers and employees of that trade.

Q29. Under the conditions in the City of New York, yes. A. Yes.

Q30. Is not the foundation of that agreement, and the primary cause in bringing it about on the terms on which it is brought about, the fear or apprehension on each side of damage from the other? A. Well, I will put in this way, that that is the best—in my humble opinion—is the best possible arrangement to meet the situation of em-
7548 ployer and employed.

Q31. Of course, your experience with this general condition of chaos in 1903 was that there was heavy loss on both sides, necessarily, from such a condition? A. Yes, sir.

Q32. And there is always the danger to either side to this trade arrangement, under trade agreements or in so far as the arbitration plan may still prevail, of a break that may again cause damage on both sides, is there not? A. Yes.

By the Court— 7549

Q33. Now, is it not true, Mr. Eidlitz, that as men have more experience the difficulties diminish somewhat, and men realize year after year the risk and loss in a break, and they become more willing to look at the general interest than at first? A. Absolutely. Now, the attitude, your Honor, has been this over there: We in New York believe in closed shop conditions——

Mr. Merritt: I object to that, your Honor, if you please. I do not want to be objecting to this witness' testimony right along, but, of course, there has been lots of it that is not 7550
strictly competent.

Q34. Perhaps you might leave out the matter of the closed shops, because I meant to ask you generally whether the men were not on both sides more conciliatory and more willing to work together, after the same experience that they have all had, than they were at first? A. I want to say, sir, that it has been my experience—I have been in the business now steadily for thirty-one years—that in that time, just exactly as you stated, and as a number of us had hoped, the result has been that the men have become educated to the 7551
fairness or unfairness of their stand, as they have seen that the cause was not worth their effort when their employers were united against a demand that was unreasonable, they have taken a much more conservative position; and I should say that the labor unions in the City of New York today, in our industry, are as reasonable, if not more so, than most of them of the same crafts in other parts of the country.

7552 Q35. I suppose the same thing is true if the employers, that with their experience they are more reasonable than they were at first, is not that true? A. Well, it has been a campaign of education with them, as well—no doubt about that.

By Mr. Beattie—

Q36. Is it possible, Mr. Eidlitz, from your experience for a single man to deal in these converging interests in the City of New York with employers, and get what he ought to get for his work? A. Well, it was that effort that caused us
7553 to combine in 1903, because some individuals were doing that very thing, and others were not allowed to do it. It was to unify and get everybody on the same basis, that that fight occurred.

Q37. That is to say, there are employers, as you have previously declared, who will treat men fairly, and there are employers who will not, as there are labor men who will do fair work for an employer and labor men who will not, are there not? A. Absolutely.

Q38. On both sides? A. Absolutely. It is the history of the human race, and it is no different in the building industry than anywhere else.

Q39. Is it not through labor unions only that
7554 the mechanic can really get what he should get and uniformly get it in the City of New York? A. Well, if you want to ask me that question, whether it is not only through organization of labor that they can improve their condition, I will answer yes.

Q40. Then is it an advantage to you gentlemen, as employers of labor, to have men organized in union in the City of New York? A. Yes, sir.

Mr. Merritt: That is your opinion? 7555

A. In my opinion.

By Mr. Beattie—

Q41. And is that organization of labor unions likely to be effective unless they can bring such pressure to bear on the employers as may result in the employers' economic loss if they do not get what they may mutually agree upon? A. Well, that, of course, is a larger question. It is the natural result. It does not always maintain.

Q42. Well, suppose we take it from the employers' standpoint. If you gentlemen were not 7556 so organized that you could probably beat us out, or cause us to suffer severe loss in the case of a lock-out, your organization would not be effective, would it? A. No.

Q43. And it has heretofore been effective to do that, and to compel us to accept what was mutually agreed to be reasonable terms? A. Yes.

Q44. Now, on the other hand, suppose the labor unions, while organized, are not strong enough to cope with the association of you gentlemen, they could not be assured of getting what they would otherwise get if organized strong enough to inflict industrial injury on you, could they? 7557 A. Do I gather what you mean to say by that is that unless the labor side of the house is sufficiently entrenched and strongly organized and has its requisite number of men, its dealings with us would not be effective because it could not make good the promises that it made—is that it?

Q45. Exactly. A. No doubt about that.

Q46. They would really be at—— A. They would be dealing in lemons instead of in facts.

7558 Q47. They have to have the goods to meet you, as you say? A. Yes, sir.

Q48. And it is because they have had the goods heretofore and now that you give them certain concessions that, perhaps, some of you would not me inclined to give them, is it not so? A. Quite right.

By the Court—

Q49. Now, there is one question, Mr. Eidlitz. Are the building conditions such in Manhattan, that is, the progress and advancement of new
7559 construction, sufficient to probably continue these conditions, or are the conditions such that it may be that there will not be enough building to keep these organizations active? A. Well, your Honor, as I said before, I have to cite my own experience, and I do not want to seem conceited in any way, but I have been very closely in touch with it, have been on the Board of the Masons & Builders Association actively for twenty-seven years, and the cry that there will not be work enough and the cry against an advance in wage has been heard periodically at least a dozen times during the course of that experience. That is a matter that
7560 must work out its own solution, and if you had been through a strike the way I have been numbers of times, and seen the punishment that the other side will take and the suffering that they will endure to abide by a ruling of their organization, that question, I do not think, would seem quite so important to you, because they will undergo the most serious discomfort and loss in order to live up to an opinion or live up to an order, which we have a very difficult time to keep

our side of the house, who are simply affected financially, to cope with. Now, that question comes up continually in everybody's mind about the cause of the raise in wages and the difficult conditions in the trade, and all that sort of thing, but you must remember, that in the City of New York it is not a steady employment, it is only the best men that are employed steadily the year round. If there is a considerable amount of building to do, and there always is a reasonable amount to do, and has been a reasonable amount—it requires a great number of men to perform that work, to the extent that the average employment almost, you might say, becomes occupational. They are working quite strenuously during four, five, six or seven or eight months, but the majority of the men are not working twelve months. You have to consider that a man's income is what he makes in a year, not what he makes in a day. His opportunity to earn is, of course, given him, and a man that works all the year around makes a very fair compensation. Now, our mechanics in the building industry, the majority of them, do not work all the year round. Some of them, however, recoup a part of that loss by over-time work, which is necessitated on account of the strenuous conditions that we have for the delivery of building structures. Now, we have a great number of mechanics in the City of New York, and in the old days, when I first came into the business, a very important part of my duty was to see that in operating the different building throughout the city the men were kept employed, the men in the shops kept going, and we would scheme to take ten men from this job to bring them to another, and five men from this job, and keep in touch with the foremen so as to keep a certain number of

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7564 mechanics employed in the shops. That situation has absolutely passed away, and largely on account of the charge in construction. We start a job today with five masons, if you please, to lay out, the next day there are ten, the next day there are forty, and a week later there may be two hundred on the job, or one hundred and fifty, or one hundred and sixty, and the laborers to feed them, helpers, tenders, of course, in the same proportion. Now, unless we have a thoroughly understood system, and a pool of organized and skilled labor to draw from, it is manifestly impossible
7565 to make these lightning changes. That is what has brought about the feeling of absolute necessity of making the arrangements with labor. I might personally have other opinions about whether or not that is the right way to do it, and I have very strong opinions about it, but certainly so far as the building industry of the City of New York is concerned, I am willing to state without any hesitation whatsoever that it would be impossible for them to conduct their business unless they had a definite understanding as to wages and rules of service with organized labor, had the trained men who could be brought here promptly to fill the
7566 ranks, when they are needed, and let the men step in, and it is known absolutely what is going to happen the next minute and what is going to happen at the end of the day. There cannot be any question about it, on account of the large number of men involved.

By Mr. Beattie—

Q50. Then do you think the trade unions are along the line of industrial progress? A. Yes sir.

Q51. And that industrial progress might be handicapped or stopped were it not for the trade unionism in the City of New York? A. Well, now, that depends on whether you are talking about the industrial progress of the worker or the industrial progress of the industry or of the city. You see, that is a pretty general question you asked me just then. 7567

Q52. I meant, of the building industry. Would that be—suppose we say interrupted—well, handicapped? A. I will say this, and you must always understand I am only quoting from my experience, —my experience is that the skilled men in our industry pretty thoroughly all over the country are in the ranks of organized labor. 7568

Q53. Well, I would like to ask you if the weapon of the employer to bring about this condition of peace is the lock-out—is it not? A. Yes, sir.

Q54. And the fear behind it all, loss of wages? A. Yes, sir.

Q55. And on the part of the employes, their weapon is the strike? A. Yes.

Q56. The fear that will arise in the employer is the loss of money in his building operations through stoppage work? A. Yes, sir, and the injustice that he does his client in having an operation held up very often over a matter which neither the client nor the contractor has any option in whatever. 7569

Q57. Well, suppose for any cause, whether by court or order or otherwise, the weapon of the strike is taken away in this general arrangement for peace in the building industries of the city, would not the employes be at a great disadvantage as conditions stand? A. Yes.

Q58. In view of your knowledge of the building

7570 conditions in New York, are you in favor of the closed or open shop? A. Closed.

Q59. That is, the closed shop as to matters or materials which the building trade employes are to handle in so far as you have made them parts of your agreements? A. Well, I would not go so far as to say materials. That is a pretty big question, when you get to materials. I am talking now about the employment of union labor on the work and in the shop as they existed at the time that we formed the Building Trades Employers' Association in 1903, and such other shops as have opened up under the same conditions in
7571 the same bailiwicks.

Q60. Among the members of the Building Trades Employers' Association there are a number of mill owners? A. Yes, sir.

Q61. And they are union mill owners? A. Yes, sir.

Q62. And are you in favor of the closed shop in so far as the mill work that they produce is concerned? A. Well, so far as these men are concerned?

Q63. Done by union men. A. The men that are in our ranks?

Q64. Well, that is, that line of work. A. Why,
7572 certainly.

Cross-examination by Mr. Merritt—

XQ65. I take it, Mr. Eidlitz, you are more or less familiar with most of the trade agreements existing between the various trades of the Building Trades Employers' Association and their corresponding unions? A. Only in a general way.

XQ66. In a general way you are? A. In a general way.

XQ67. Well, you are testifying as to their Trade Boards and the settlement of trade disputes in all these different boards, weren't you? A. Yes, but you might know that there was a court in existence and that settlements were made, without getting all the details. 7573

XQ68. You even gave a percentage, though, didn't you—you even gave a percentage of settlements in those various Trade Boards? A. I don't remember that I did.

XQ69. Did not you say ninety-nine per cent. of controversies in all those various trades were settled by Trade Boards? A. Well, you can strike out "ninety-nine." 7574

Mr. Beattie: I do not think he said it.

Witness: Yes, I think I did.

XQ70. The record would show. Now, in your Mason-Builders agreement there is no agreement, is there, restricting your purchases to union brick, and so forth? A. No, sir.

By the Court—

XQ71. Well, is there any agreement as to cut stone —restricting that? A. Well, there is not in the Mason-Builders. That is the cut-stone contractors. 7575

By Mr. Merritt—

XQ72. I will take you over all the agreements as far as possible. Perhaps we can cover it in a general statement. Give me the names of any of the trades where there are agreements in existane rstricting the purchase of materials on the part of the employers, to union material—except

7576 the carpenters. A. Well, as matter of fact, in the stone trade—unless you mean the rough materials—but the fabricated materials in the stone trade and in the marble industry is all manufactured under union conditions.

XQ73. In that trade, as I understand it, the rough stone cannot be cut up in Maine, for instance, where the union rate of wages is lower, and used down here—is not that true? A. That is true.

XQ74. That is, the stone cannot be used in any of the buildings in New York, unless the rate of wages paid where the stone is cut is the same
7577 rate as the union rate in New York City where the stone is used? A. Well, as I understand it, in the cut stone industry there is an understanding that they will not import into New York City manufactured cut-stone, that the rough stock is sent into New York, and is fabricated for home consumption here.

XQ75. That is, the stone must not be cut up at the quarries where the wages are lower? A. Yes, sir.

XQ76. Also the same rule in regard to imported materials, isn't there, from foreign countries, fancy marbles and things of that kind? A. Yes,
7578 I think so. I think in marbles—I do not know how it is on other things—it is so as to marbles.

XQ77. Let us see if you can state any other trade where there is such a restriction? A. As I remember it, I think those are the only three, but if you will permit me, I would like to—of course, as a matter of fact, there are very few trades that fabricate in the same way that the marble man and the carpenter and the other does. The other trades, you see, are more structural. The

only other one is the ornamental bronze and iron, 7579
and in those industries—I have got a list of the different trades here and I just want to look at it.

XQ78. But before you begin to talk, let me ask you two or three questions. A. Surely. I just want to look at the list of these trades. I shall not do anything else, and I will let you do your worst.

XQ79. I am willing for you to make any explanation you wish to make, but I have my own order, that is all. A. Unless I am very much mistaken, the Elevator Manufacturers' Association 7580
are all working under a union proposition, but I would not say that positively.

XQ80. Then we will cut that out. A. Yes, sir.

XQ81. What I am asking you about is not the conditions which prevail in the factories but the conditions prevail on the buildings, between the man who works on the buildings and his union, as to whether he is restricted in the use of non-union material on the building. Perhaps I am a little awkward in the way I express it. I am not asking about the conditions which prevail in the factories, I want the conditions which prevail in the agreement between the men who do the work 7581
on the buildings and their employes, as to whether those agreements contain provisions that they shall not buy or use any non-union material? A. I do not think they do. There are very few that do. I think the only industries that have that in, as I remember it, are the—or, if they have not it in, it is understood—in the cut stone industry, in the marble industry and in the carpenter's.

XQ82. The cut stone and marble are one industry, are they? A. Oh, no. Exterior stone.

7582 XQ83. One union? A. Quite a different union.

XQ84. They are not associated together? A. No, they fight each other pretty hard. They have been a source of very great trouble.

XQ85. Now, taking these other trades, such as your own, the mason-builders, where you have had no such restrictions, you have had an arbitration agreement, haven't you? A. Yes.

XQ86. Worked successfully? A. Yes.

XQ87. You have had practically no strikes of a serious nature? A. About three in twenty-five years.

XQ88. Did you attend a meeting of the Building
7583 Trades Employers' Association on January 25, 1911? It was held at the Waldorf, and it was a dinner. A. It is quite possible; I would not be sure.

XQ89. Just about a year ago—no, about two years ago. A. I think I did, but I am not sure, because I have gone to most of those dinners, but not every one.

XQ90. Don't you remember—you remember Mr. Traitel was president at one time, don't you? A. He was president for a number of years.

XQ91. And did not Mr. Traitel make a speech in which he urged that no one be allowed to do
7584 building in New York unless he was a member of the associations? A. I don't remember his making any such speech.

XQ92. Don't remember anything of that kind? A. No. Even if he did, that would be futile, because that whole subject was thrashed out very thoroughly at the inception of the organization, and if you will look at the preamble of our constitution, you will find that is not a part of the game.

XQ93. There is no such object, is there? A. No, sir. I do not doubt that he may have said that everybody ought to be. 7585

XQ94. You have known of the Board of Business Agents, haven't you? A. Yes, sir.

XQ95. And the Board of Business Agents represented, did it not, the various unions connected with the building trades? A. Yes.

XQ96. And was in existence in 1903, when you made this arbitration plan? A. Yes, there was a Board in existence.

XQ97. And that Board of Business Agents had been calling strikes of various trades working on a building, because of a grievance of one trade, had it not? A. Yes. 7586

XQ98. That was a common practice at that time? A. Yes. Have not quite lost it yet.

XQ99. And the carpenters were represented in that Board of Business Agents? A. Yes.

XQ100. And it was because of those sympathetic strikes of various trades in their support of the grievances of each other that you felt obliged to form this Building Trades Employers' Association? A. Yes.

XQ101. That was the—— A. Moving cause.

XQ102. The moving cause? A. Yes. 7587

XQ103. You found business conditions practically intolerable on account of those sympathetic strikes? A. Yes, sir.

XQ104. You saw the unions were acting together as a suit throughout all the trades, and you felt you could not meet the situation unless the employers of all trades also united together and acted as a unit, is that right? A. Yes, and the whole thing got down to the question where we

7588 were more ready to lose together than to be ground up singly.

XQ105. Then, when Mr. Beattie speaks of a fear of lock-outs which compels one to respect the other, and the fear of strikes which compels one to respect the other, you are referring to a fear of strikes of all trades on the buildings, aren't you? A. I don't know as I get you there. Fear of strikes of any trade, do you mean, or do you mean all trades?

XQ106. Mr. Beattie, as I understood his examination, said that it was the mutual fear of the harm that would be done by the other party that
7589 kept both parties respectful of the other's rights, and so forth? A. Quite right.

XQ107. And he said the fear of lock-outs on the one side, and the fear of strike on the other? A. Yes.

XQ108. Now, when you are referring to the fear of lock-outs, you mean the lock-outs of all trades, don't you? A. No.

XQ109. Just the one trade? A. One trade.

XQ110. The lock-out of one trade on all buildings where that trade is employed? A. Exactly.

XQ111. Even though there was no grievance on that building? A. Exactly.

7590 XQ112. That is, if there was a grievance on one building, which you felt to be in violation of the agreement, and you could not come to terms, you would lock-out that trade on all buildings? A. Exactly.

XQ113. Whether there was any grievance on the other buildings or not? A. Exactly.

XQ114. Now, when you speak of the fear of strikes, you mean, do you not, the sympathetic strikes conducted by the Board of Business

Agents of the Building Trades Council? A. Yes. 7591

XQ115. And as I understand it, even to-day, the practice of sympathetic strikes in different trades still exists to some extent? A. Still exists, but it is a weapon that is resorted to only in very extreme cases; it is not the every day occurrence that it was in former years.

XQ116. Well, as a matter of fact, you have met on an understanding where you know what you can do and what you cannot do? A. Exactly.

XQ117. And you met with that sympathetic strike proposition when any of the agreements are violated, do you not? A. Not always. As his Honor has just mentioned, this whole relation be- 7592
tween employer and employed in New York has been a campaign of education, the same as it has in other cities, and the conservative men in the ranks of labor, as well as on the employing side of the house, have spent a great deal of the time in trying to avoid that situation, and when a difficulty does arise, whether it is a violation of the contract or whether it is an overt act of some labor leader who is a little young in office, the thing is brought up between the two——

XQ118. I think I understand. A. And adjusted without any serious consequences.

XQ119. It is very seldom now when the sym- 7593
pathetic strike of all the trades is employed? A. You mean, on any one building?

XQ120. Yes. A. Well, it is very seldom that it is employed on any building at the present time, or has been for the last four years.

XQ121. But the reason for that is because the matter reaches some adjustment before it has gone that far? A. Exactly.

XQ122. But in the last analysis, the employer

7594 sees that situation confronting him, if no adjustment is arrived at? A. Yes. The most recent case, if you are looking for light——

XQ123. The Vanderbilt? A. No. Later even than that was the case of the fight between the carpenters and the sheet metal workers, and the decision of Judge Gaynor, and the sheet metal workers withdrawing their men from my job on the Bankers Trust, and two or three others in the city, and the consequent locking out of the entire sheet metal industry in the city of New York and the formation of a new organization to complete the work, which was successfully accomplished.

7595 XQ124. Were you on the Bankers' Trust Building? A. I was the builder of the Bankers Trust, yes, sir.

By the Court—

XQ125. It has been said that there is no part of that construction that is inflammable; is that so? Is it entirely fireproof? A. Yes, sir.

By the Court—

XQ126. So the carpenters had less to do than with other large buildings there, I take it? A.

7596 Well, the only point being that the carpenters have set all the steel trim in that building. Judge Gaynor after a very exhaustive hearing, awarded to the carpenters the installation of the steel trim.

By Mr. Merritt—

XQ127. That, as I understand, was when Judge Gaynor acted as umpire in a jurisdictional fight between the carpenters and sheet metal workers? A. Yes, sir.

PAINE VS. NEAL.

Hearing March 28, 1913, 2 p. m. 7597

Appearances:
Mr. Beattie,
Mr. Mayer,
Mr. Merirtt.

Mr. Beattie: We offer in evidence the judgment roll in the case of John Savage, as President of the Joint District Council, etc., plaintiff, aginst Henry A. Potter, as Treasurer of the American Anti-Boycott Association, entered in the office of the Clerk of the County of New York on the 17th day of January, 7598
1913.

Mr. Merritt: Objected to, incompetent, irrelevant, immaterial, as composing matters between other parties and not in any way binding upon the parties to this case and as not in any way pleaded.

Adjourned to Friday, April 4, 1913, 2 p. m.

Hearing Monday, April 21, 1913, 2 p. m.

Present: 7599
Mr. Beattie,
Mr. Maloney,
Mr. Mayer,
Mr. Merritt.

Mr. Mayer, on behalf of Mr. Butler, representing the Manufacturing Woodworkers' Association:

7600 I offer in evidence the By-Laws of the Manufacturing Woodworkers' Association.

Marked "Mfg. Woodworkers' Association Exhibit K."

Mr. Mayer: I also ask for an admission on the record that the Manufacturing Woodworkers' Association is a corporation organized under the laws of the State of New York, and not a voluntary association.

Mr. Mayer: I offer in evidence Constitution and By-Laws of the Master Carpenters' Association of the City of New York.

Marked "Mfg. Woodworkers Association,
7601 Exhibit L"—— Close of defendant's case.

Lewis Harding, on behalf of Complainants, testified as follows:

Direct examination by Mr. Merritt—

Q1. What is your business? A. Carpenter.

Q2. That is, a master carpenter? A. Yes, sir.

Q3. How long have you been engaged in that business? A. Since 1888.

Q4. Where do you operate? A. In New York and the adjacent towns.

7602 Q5. All the boroughs of New York, from time to time? A. Well, I do not think I ever did anything in the Borough of Richmond. I think I have in the rest of the boroughs.

Q6. Most of your operations in Manhattan? A. I would say the most of them, yes.

Q7. And during this entire period since 1888, have you been engaged in this building business in New York? A. Yes, sir.

Q8. Are you a member of the Master Carpenters' Association? A. Yes, sir. 7603

Q9. How long have you been a member of that organization? A. I could not tell you. Pretty near the same time. I do not think I was long in business before I joined.

Q10. Are you familiar with the building conditions on the Island of Manhattan? A. Well, I should say yes, fairly.

Q11. You are familiar with the conditions surrounding the employment of labor in the building business in Manhattan? A. Yes.

Q12. Can you tell me what, in your opinion, was the proportion of buildings, new buildings, erected 7604
in the years 1910 and 1911 on the Island of Manhattan, that were erected under what is known as union conditions, meaning thereby the employment of union men on the buildings, exclusively?

Mr. Beattie: I object as immaterial, irrelevant and incompetent.

The Court: First he can answer Yes or No, if he is able to state.

A. I do not know as I got—you asked me if I could tell what the conditions were?

Q13. Yes. (Question repeated.) A. Yes, I 7605
could give you my opinion for what it is worth.

Q14. Well, would your opinion be at all reliable?

Mr. Beattie: I object to that as immaterial, irrelevant and incompetent.

Q15. Well, you have something to base an opinion on, haven't you? A. I have been in the busi-

7606 ness a member of the Master Carpenters' Association, the Employers' Association.

Q16. Well, you know whether or not in your opinion it is practicable to erect a large building on the Island of Manhattan under non-union conditions, don't you?

Mr. Beattie: I object to that as incompetent.

The Court: I will take his answer yes or no, upon that.

A. Yes, I do.

7607 Q17. And I will ask you if during the years 1910 and 1911, in your opinion it was practicable to erect a building of substantial size on the Island of Manhattan, except under union conditions; meaning thereby, the empolyment of union men on the building?

Same objection, ruling and exception.

A. It was not.

Q18. Do you know of any buildings on the Island of Manhattan, during the years 1910 and 1911, that were erected under any other conditions than the employment of union men on the buildings?

7608 A. I would like to have that question explained a little before I answer. You mean, exclusively union men in every branch of the building, or do you mean to exclude non-union men entirely from the building?

Q19. I mean, to exclude non-union men entirely, unless possibly it be in the iron trade. A. I would say that I know of several buildings that non-union men are employed on, even to-day.

Q20. Now, taking the years 1910 and 1911— 7609
what we want to get at are the actual facts—I will ask you again, if you can give us your opinion as to what percentage of buildings in the Island of Manhattan were erected in 1910 and 1911, under what are known as union conditions, meaning the employment of union men on the buildings, exclusively? A. I would say so far as the mechanics are concerned, that practically all of the buildings in that period, in Manhattn alone, were erected under union conditions.

Q21. Now, what did you mean by knowing of buildings that were erected by the employment of non-union men? A. For instance, the laborers, 7610
the helpers, on buildings in some trades—in our own—there is no union recognized. I presume some of them belong to a union, but there is never a question raised about us hiring laborers for carrying material, around to the buildings, to distribute to the men. Then the iron trade practically run an open shop during the period you speak of. And I would say there were quite a number of non-union painters at work in the different buildings. A substantial number of trades, however, were strictly union.

Q22. Now, taking up the iron trade, the iron 7611
trades are practically the only trades aren't they, connected with the Building Trades Employers' Association, that have operated generally as an open shop? A. Yes.

Q23. Now, I will ask you to state whether or not it is true that even in the iron trade it is union men that are employed even though the—— A. On every important building, the great majority of the men employed are union men.

7712 Q24. Even in the iron trade? A. Even in the iron trades.

Q25. What were the conditions surrounding the painters in the years 1910 and 1911, that led to that qualification which you made? A. Well, they had no signed agreement with their employers, and the painters were scrapping with the employers for a higher wage, and—that is, with the employers who belonged to the Employers' Association—and they employed union and non-union men. They practically run the open shop.

Q26. For what period of time did that continue? A. Well, I would say from 1902 up to—
7613 well, I would say, up to the first part of 1912.

Q27. That covered a long period of time? A. Yes.

Q28. Well, they have been a good deal in the situation, then, that the ironworkers have? A. Yes, but I think, though, to-day in the majority of jobs, the painters are union; pretty well unified.

Q29. Are there any other of the skilled trades employed on buildings where they operate in any other way than under the closed shop system? A. Some few of them have no agreement with
7614 their employers, but their employers only employ union men. There is no skilled trade in the building to-day, practically, but what employ all union men.

Q30. I will ask you, with these exceptions which you have stated, if practically all of the buildings erected on the Island of Manhattan during the years 1910 and 1911 were practically under conditions where union men were employed exclusively on the buildings?

Mr. Beattie: Same objection, as immaterial, irrelevant and incompetent, and no foundation. 7615

The Court: I will take his answer, and you have an exception.

A. They were.

Q31. Now, will you give us the reason why you regard it as impracticable to erect a building on the Island of Manhattan, except under these union conditions? A. To start out with, the majority of the different trades have agreements with their employers and they only employ union men. Then in the trades where no agreements exist there seems to be an affiliation between the union of that trade and the other unions, that if the employers in those trades employ non-union men, they bring about strikes. 7616

Mr. Beattie: I ask that that be stricken out as immaterial, irrelevant and incompetent.

By the Court—

Q32. When you say "there seems to be," have you any knowledge about that? A. I know that there is a board of business agents in existence in those various trades, and there is an understanding between the employers' association and the various unions that they won't employ non-union men on the buildings, except in the iron trade, and that there shall not be any interference. 7617

Mr. Maloney: I move to strike that out as immaterial, irrelevant and incompetent and not binding on the defendant.

7618 Q33. How do you know that? Is it just your impression, or have you actually had experience of it? A. Why, I have been the chairman of the Board of Governors of the Building Trades Employers' Association for two years, I was on the Trade Board of the carpenters for years, for quite a number of years I was quite active in the various committees, and met carpenters and members of the various unions. That is where I get the impression from.

Mr. Maloney: I renew the motion to strike out as not binding on these defendants.

Motion denied. Exception taken.

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By Mr. Merritt—

Q34. Did you ever see the constitution of the New York Building Trades Council? A. I do not think I did.

Q35. You do not think you ever have? A. No, sir.

Q36. Or of the United Board of Business Agents? A. I do not think so.

Q37. As I understand your testimony, if you employed non-union men in any of these unionized trades, the other trades, in your opinion, would

7620 quit work? A. They would.

Q38. Have you ever tried to employ non-union men? A. Breaking a strike.

Q39. Have you ever had any experience where the other trades have quit work on that account? A. I have in the past.

Mr. Maloney: I move to strike out this last testimony as immaterial, irrelevant, and in-

competent and in no way binding on the de- 7621
fendants.

Motion denied. Exception taken.

Cross-examination by Mr. Beattie—

XQ40. How far past is this, that you had these experiences? A. Oh, we had them in 1910.

XQ41. That is, you tried to put up buildings with non-union labor in 1910? A. Well, I was a member of a committee that was handling a job that was on strike by the carpenters and——

XQ42. Where was the job, please? A. That was the Alwyn Court Building, 58th Street and Seventh Avenue. We succeeded in manning that 7622
with non-union men, and the other trades walked out of the building. At that time the arbitration agreement or the arbitration plan was in effect. And the matter was brought up to the Executive Committee of that board, and the board ordered the other trades to return to work, and they did return, but they went out on strike. That is one instance.

XQ43. That is, you employed non-union carpenters on that building? A. Yes, sir; quite a number of them.

XQ44. Well, you were under an agreement not 7623
to employ non-union carpenters, were you not? A. We had no agreement at that time with the carpenters. The agreement had expired the year previous.

XQ45. Well, you have an agreement now with the carpenters? A. Oh, yes.

XQ46. Well, is that the only case that you speak of, or what were the other cases you were referring to? A. Well, we had in 1905, I think, quite

7624 a general strike of the carpenters, and we had to man several buildings with non-union men, or men that broke away from the union.

XQ47. That is the year of the great and celebrated lock-out, isn't it? A. Yes.

XQ48. You gentlemen locked out all the union carpenters? A. We locked out as a result of the carpenters striking on some other job.

XQ49. I did not ask you as the result of anything. You locked us all out in the year 1905, didn't you? A. Those that were working for members of the Employers' Association.

XQ50. Your association locked them all out? A.
7625 Yes.

XQ51. And you kept them locked out for nine months, didn't you? A. I think so. Somewhere about that time.

XQ42. Well, you would not employ any of them during those nine months, any of the members of the defendant's association, would you? A. Oh, yes, we employed quite a number of them, but they joined another union that was organized.

XQ53. Well, you only employed such ones as may have left our association and the other non-union carpenters? A. I do not know whether they left your association or not. They came to our
7626 employ, and then they joined the Greater New York Carpenters' Union.

XQ54. These other four strikes you speak of were in that year, 1905, while you were looking out these—— A. The other four strikes?

XQ55. On five occasions you said you had strikes, as I understood you. One was in 1910 and the other four you started to say—— A. I don't know just how many we did have. I have

had personally quite a number in my time. 7627

XQ56. Well, were they mostly in this year 1905? A. We had them in 1902 and 1903, also.

XQ57. Well, now, let us see about this 1905. The employers'—that is known as the Master Carpenters' Association, isn't it? A. I belong to the Master Carpenters' Association, yes.

XQ58. Was not that the association that locked out the carpenters in 1905? A. No.

XQ59. Well, the members of it? A. Well, yes, because the members of the Master Carpenters' Association were members of the Building Trades Employers' Association. The Building Trades Employers' Association issued an order forbidding any member of that association to employ members of the Brotherhood at that time. 7628

XQ60. Well, tell us what trades were in this Building Trades Employers' Association at that time? A. What trades?

XQ61. Yes. A Why, the carpenters, the masons and builders——

XQ62. About thirty?

Mr. Merritt: Excuse me, Mr. Beattie, but if you want it, I have here a membership list of the Building Trades Employers' Association. 7629

The Witness: That would be a better answer than I could give you. I would have to think out the different trades.

Mr. Beattie: Have you got it, of 1905?

Mr. Merritt: No, it is a later list.

XQ63. I wanted to know if practically all the trades engaged in the construction of buildings were in a general organization in 1905, known as

7630 the Building Trades Employers' Association? A. I think practically all the trades in 1905—possibly not the stone cutters. I don't remember now just what year they came in, but they did not come in when the organization—or when the association was first organized.

XQ64. There were about thirty-seven trades, anyway, in that general organization? A. Not as many as that. About thirty-three. I think there are only thirty-three, now.

XQ65. And these gentlemen were all in one general association to carry out your business interests in the building trades in New York City,
7631 in 1905? A. Well, they were organized the same as they are now. The by-laws will state, I think what the purport of the organization is.

XQ66. I just wanted to know—you were all together in that association, in 1905, thirty-three different trades engaged in building? A. I believe so, yes.

XQ67. And they were the contractors, weren't they? These gentlemen were all contractors, the members of your association? A. Yes.

XQ68. Which comprised thirty-three associations—they were all contractors themselves? A. Yes, they were members of the Employers' Asso-
7632 ciation and I believe there was about thirty-three different trade organizations.

XQ69. Different associations—thirty-three different associations, making this one association known as the Building Trades Employers' Association? A. No, each member of those different associations was an individual member of the Building Trades Employers' Association.

XQ70. Well, think a moment. Don't you think

you are wrong about that? A. No, I know that I 7633
signed the constitution of the Building Trades Employers' Association as an individual, Lewis Harding, and I know that I furnished them a bond that I would obey the orders of the Board of Governors of that Association.

XQ71. But did not your association, through its president—— A. No.

XQ72. The Master Carpenters' Association, through its president, sign that agreement? A. I don't think so, not as an association.

XQ73. Let us see if we can not get at it this way. Now, these thirty-three different lines of men, master and journey men, who worked on 7634
buildings, had separate agreements with each other, did they not, or a number of them—that is the masters' side of these thirty-three trades, and the journeymen in each of these thirty-three trades, had what they called separate trade agreements? A. I would say the majority of them had. There was quite a number that did not have any agreement.

XQ74. And these agreements were association agreements, were they not? A. Yes, sir.

XQ75. For instance, the carpenters' association agreement in the carpenter trade, that would be 7635
made by your association, the Master Carpenters' Association, with our association, the Brotherhood of Carpenters? A. Yes.

XQ76. And all the other trades that had agreements, they were made in a similar way? A. Yes, the same way.

XQ77. And they were all subject to this general Building Trades Employers' constitution? A. The method that was followed was this: that when

7636 an employers' association and a union entered into an agreement, that agreement was vised by the Board of Governors of the Buildings Trades Employers' Association, and in order that the members of the Employers' Association employ members of that particular union, before the association was bound by it, that Board of Governors had to endorse that agreement—say that it was all right.

XQ78. Now, in 1905, these thirty-three associations all locked out all their union men, did they not? A. Well, I would not say the thirty-three associations did it. I would say the different mem-
7637 bers of the Building Trades Employers' Association locked out their men. Because the order did not go to the Master Carpenters' Association and to the Mason Builders' Association—it went to me, as an individual member of the Building Trades Employers' Association.

XQ79. Well, that distinction does not matter to me here. A. Well, you asked me, and that is the reason I answered you.

XQ80. Well, I did not care for that distinction. It might be useful in another matter, but here what we want to know generally is that the Build-
7638 ing Trades Employers' Association, with all its thirty-three separate trades engaged on buildings, locked out all these union men including these carpenters, in the year 1905? A. No, it did not.

XQ81. Is it the date—— A. No, no—just your statement that they locked-out all these men.

XQ82. State what happened, please. A. It locked out those trades which went on strike.

XQ83. What trades did it lock-out? A. It locked out the carpenters, for instance.

XQ84. It locked out other trades than the carpenters, did it not? A. Yes, locked out the plasterers. 7639

XQ85. We do not need to go into all of them, but they locked out the members—the carpenters and some other trades. A. Yes.

XQ86. On all of the buildings that you gentlemen were erecting in the City of New York, during that period, the period being nine months of the year 1905, is that correct? A. Yes.

XQ87. Now, during those nine months, you would not employ any Brotherhood man by your agreement among yourselves, if you knew him, would you? A. Oh, yes we would employ any carpenter, we would employ any carpenter we could get hold of that was satisfactory to do our work, provided he joined the Greater New York Carpenters. 7640

XQ88. Let us see about the Greater New York Carpenters. Now, you gentlemen organized a rival union to the defendants in this case, didn't you? A. We did not organize it. The men organized it themselves because we were pledged to a union proposition.

XQ89. Well, this union that was organized, known as the Greater New York Carpenters, consisted of about three thousand men, didn't it? A. Do you mean the union? 7641

XQ90. Yes. A. About that. I think that was the limit.

XQ91. And it really engaged on your side in the general warfare of the lock-out of 1905, supplying you people with labor? A. They worked for us. I do not know whether they engaged in any lock-out.

7642 XQ92. But none of the Brotherhood members worked for you, of course, during that lock-out, as members of this Brotherhood of Carpenters? A. Not as recognized members of the Brotherhood of Carpenters.

XQ93. You gentlemen also organized, or there was organized in that year a union of ironworkers known as the New York Housesmiths, was there not? A. I do not know if it was in that year—yes, I think it was in that year also.

XQ94. That union was also part of that general warfare acting in your interest? A. Well, I do not know.

7643 XQ95. Well, you hired them? A. Oh, yes, we hired them. Men in the iron trade hired them.

XQ96. There were a great many differences between you gentlemen, the employers, and these union men in the different trades, of course, during that year and prior thereto, were there not? A. Well, what do you mean by——

XQ97. Well, a great many strikes all over the city? A. Yes.

XQ98. It was a difficult thing for an employer to build a building without some difficulty? A. Yes.

7644 XQ99. It is all peace and quietness now, isn't it? A. Well, it is better than it has been in a long time.

XQ100. Well, you beat the carpenters out in that lock-out, didn't you? A. I don't know whether you would call it beating them out, or not. We finally succeeded in employing men in sufficient quantities to do our work.

XQ101. And we had to go back and take the jobs that you offered, did we? A. There was an

arrangement whereby the Brotherhood took over 7645
these Greater New York Carpenters, gave them membership in their organization, and then we employed them.

XQ102. Sort of a general adjustment of your differences? A. Yes.

XQ103. And the result of that was an agreement which was then known and is now known as the Carpenters Trade Agreement? A. Yes.

By the Court—

XQ104. Now what time was that? Was it in 1905 or after? A. I think that the early part of 7646
1906.

By Mr. Beattie—

XQ105. Well, when was the change that you refer to? A. Why, you say the date—is that 1909? I thought it was October, 1910. You say it was 1909?

Mr. Merritt: 1909.

The Witness: Then my testimony wants to be corrected in reference to the Alwyn Court, because that has to do then with 1909, in place of 1910. I testified to 1910. That 7647
wants to be corrected in that respect.

By the Court—

XQ106. It should be 1909? A. 1909. It preceded the making of this agreement, because really that strike was what brought about this agreement that we are working under to-day. We had been for two years without an agreement.

7648 *By Mr. Beattie—*

XQ107. And those two years covered what years? A. They must have covered 1908 and 1909 —that portion of——

XQ108. 1908 and 1909. But during those two years you were still under the arbitration plan? A. Oh, yes.

XQ109. Just state briefly, so his Honor will know, in a few words, what that was. A. In what respect?

Mr. Merritt: I object to him construing the plan. I do not object to him stating there
7649 was an arrangement of some kind.

The Court: You put in the agreement, did you not?

Mr. Merritt: Not the arbitration plan. I think it should go in, in view of this testimony, and I shall offer it if they do not, but if he is going to testify about it I think it should go in now.

XQ110. The arbitration plan, was an agreement made between the Building Trades Employers' Association and the thirty-three unions which worked for you gentlemen? A. Yes.

XQ111. And under this arbitration plan, there
7650 was an arrangement for the adjustment of all your differences in the different trades by arbitration? A. Yes, sir.

XQ112. And during the two years that the Master Carpenters' Association had no agreement with the Brotherhood of Carpenters, the arbitration plan was nevertheless in effect, was it not? A. It was in effect, yes.

XQ113. And your differences with the Brotherhood of Carpenters were adjusted during the year 1909 and 1910? A. 1908 and 1909. 7651

XQ114. Will you please state as near as you can when the first arbitration plan between these bodies was brought about? A. The first one was either in 1902 or 1903,—July 1st or 2nd, or something like that, or July 3rd.

XQ115. Then there was the break, and the arbitration plan was, of course, thrown over during the period of the lock-out of 1905? A. Well, its operations were suspended, it was never thrown over. There were only about five or six unions, at the most, that broke away from the plan. The 7652 rest of the unions were at peace with the Employers' Association during all that time.

XQ116. The carpenters were not? A. The carpenters was one of the unions which were at war.

XQ117. Yes—during 1905. Well, in January, 1905, the carpenters again came under the arbitration plan, and then you made a new trade agreement with the carpenters? A. No, we had an agreement with the Greater New York Carpenters, and when the arrangement was fixed up between the Greater New York Carpenters and the Brotherhood, the agreement that we had with the Greater New York Carpenters was adopted until 7653 it expired.

XQ118. Now, was that agreement substantially the same as the Trade agreement you have now with the carpenters? A. Well, the trim arrangement is different.

XQ119. When did this difference start in? A. That started in, in the date of that agreement,

7654 in October of 1909. I thought it was 1910, but you say it is 1909.

XQ120. See if this will refresh your recollection. A. I have got it now firmly fixed in my mind. My statement of the facts, though might not suit you as an answer. If you are satisfied for me to make it, I will tell you the whole story.

XQ121. Your statement of the facts might be longer than what we would want this record to be. This is a mere incident in the trial of this case, but, of course, it is an important incident. But I want to know and I want to make it as short as we can, if the provision as to trim was not first

7655 in your trade agreement with the carpenters, which was made in 1905 or 1906? A. There was a provision in regard to trim in that agreement. It is not the same as in the agreement at the present time.

XQ122. No, but I did not ask you that. I asked you was that the first provision in a trade agreement between you Master Carpenters and the journeymen carpenters—that is, the agreement that was made either in 1905 or the beginning of 1906, after the lock-out? A. Yes, that was the first. The agreement we made with the Greater

7656 New York Carpenters contained the first trim arrangement.

XQ123. I am talking about the agreement you made with us. A. Well, I am telling you that when the Greater New York Carpenters and the Brotherhood came together, and the members of the Greater New York Carpenters joined the Brotherhood, the Brotherhood simply accepted the agreement that we had entered into with the Greater New York Carpenters.

XQ124. Well, was not that making an agreement with us? A. I—— 7657

XQ125. Could not you answer it the other way, that when you made the agreement with us after the lock-out, the first provision that you had as to trim with us was then made? A. Yes.

XQ126. Now, when did you say the provision as to trim was changed? A. It was changed in October, 1909, according to the records. I thought it was 1910. According to the records it was 1909.

XQ127. Well, now, even during the period of 1908 and 1909, when you had these trade agreements, you were going ahead adjusting your differences by your Trial Court between the Master Carpenters and the Brotherhood of Carpenters? 7658
A. We never adjusted the trim question. That never was adjusted in any shape. There was a lot of complaints made——

XQ128. Did I ask you that? I would like you to keep to the question. A. I thought I was answering you.

XQ129. Because it is a mere incident in this, it seems to me. It is for my purpose, anyway.

XQ130. (Question repeated.) A. No, we did not.

XQ131. Well, you were adjusting all your differences then except the question of the disputes arising as to trim, is that what you mean? A. We had no trial Court during that period. We met on two or three occasions to try and arrive at an agreement but we failed in each instance. Therefore, we had no arbitration committee to adjust it. I will tell you what happened, Mr. Beattie—perhaps it will suit you just as well when the Brother- 7659

7660 hood had a grievance against us, they filed that grievance with the Executive Committee of the General Arbitration Board, and they heard both of us.

XQ132. Well, that is just it, that answers it. There was practically no warfare during those two years between your associations, because your differences were adjusted or you attempted to adjust them in the way you have just stated? A. Yes.

XQ133. And you have been going along since that time, adjusting your differences under the Trial Court system? A. Yes, since the date of
7661 that agreement.

XQ134. Now, your knowledge of whether there were union or non-union employers on buildings in 1910 is not personal and direct knowledge as to whether the men were union or non-union, is it? For instance, if you want to show us your direct knowledge, state the buildings where you went on and inquired as to which were union and which were non-union men. Of course, you cannot do that? A. No, I never went into any of them and inquired on that question.

XQ135. And you have not any personal and di-
7662 rect knowledge of the employees on any of these buildings—even of your own—have you? A. No, I make the statement from the fact that we have agreements with the unions to employ union men. And if non-union men appeared on those buildings, a complaint at once would be filed.

XQ136. And these complaints are often filed, are they not? A. And the matter is always adjusted. In case of a non-union man, he is removed from the building.

XQ137. And these complaints come in often, do they not? A. Oh, yes. 7663

XQ137. And you are referring now, of course, to the agreement made with your own members—I mean as to the employment of carpenters by your own members? A. I also refer to the other trades, because I was a member of the emergency committee of the Employers' Association for a good many years, and if it was in any other trade, it always came there.

XQ138. You have had a number of complaints as to carpenters—from carpenters as to the non-union conditions in buildings, in 1910? A. Very few. 7664

XQ139. Well, how about prior to that? Was there any difference from the time of your first agreement in the beginning of 1906 and the end of 1910, as to these complaints made of violations of the trade agreement when you had one, or of the arbitration agreement when you had not? A. You are asking a question so long and putting so much in it, I can't quite catch what you mean.

XQ140. Did you have many complaints or few? A. We had very few complaints of non-union men—very few.

XQ141. Did you have complaints of non-union trim? A. Oh, yes, there were many—— 7665

XQ142. They were numerous? A. There were numerous complaints of non-union trim.

XQ143. These complaints were from carpenters I presume, that non-union trim was being erected in different parts of Manhattan Borough? A. Yes, sir.

XQ144. Those are what you meant by saying that they were numerous? A. Yes.

7666 XQ145. There might have been in 1910, a number of buildings going up on which non-union trim was being used, and you would not know about it? A. I would say in 1910 there was very few—a few, of course, but very few.

XQ146. Could you give us the per cent? This really is a matter of opinion isn't it? A. Well, I think you could get better testimony than I could give you in that respect? I was not on the Trade Board in 1910. I finished up on the Trade Board in 1909. During the period from the time we entered into the agreement until the first of the year of 1910 I do not think there was one solitary com-
7667 plaint of non-union trim.

XQ147. I do not catch those dates. A. From the date of that agreement to the end of 1909, or the first of the year of 1910, I was on the Trade Board, and the first of the year I got off of the Trade Board. Now, the only complaint that I know of since has been entirely hearsay.

By Mr. Merritt—

RDQ148. When was it you had the numerous complaints? A. The numerous complaints of non-union trim was during the period from the
7668 first part of 1906 until the end of 1907, when we had the old trim arrangement, and during the period that there was no agreement in existence between us and the carpenters, then those complaints were going to the Executive Committee of the General Arbitration Board.

By Mr. Beattie—

XQ149. You are referring now to 1908 and 1909? A. Yes.

XQ150. Then if you said before that these com- 7669
plaints were numerous in 1910, you want to change that—— A. I do not know but very little about what happened in the Trade Board.

XQ151. You did not keep track of what happened in trade conditions in 1910? A. Not in that way, because, I say, I was not on the Trade Board.

XQ152. There might have been a great many complaints then, in 1910, and you would not know about it—as to trim? A. Oh, if there was a great many, I would know about it, because if other people were getting away with non-union trim I would have tried it myself.

XQ153. But you had agreed not to try it, hadn't 7670
you? A. I think I lived up to my agreement.

XQ154. You nevertheless would try to put on your buildings? A. If I had known that it was being used generally, I would have.

XQ155. It would have to be used generally, though, for you to break your agreement in that regard? A. Yes.

XQ156. You are under an agreement not to use non-union trim? A. Oh, sure, but this other side is under agreement, too. They have an obligation they have to live up to under that agreement.

XQ157. There are mutual obligations, of course. 7671
But if you meant by that statement that if you found that other members of your own association were getting away—— A. They could not get away without the Brotherhood broke their portion of the obligation, and the minute they did that, the agreement provides that I have got a free hand, that I am a free lance. You read the section.

XQ158. That is what you meant then? A. Why, sure.

7672 XQ159. Of course, you did not mean you would break your agreement. There has been quite a change in the use of building material for the last three or four years, and for some time before that, hasn't there, as to the use of more fireproof materials? A. Oh, yes less woodwork and more steel.

XQ160. The number of carpenters in Manhattan, that is, the number necessary in connection with the erection of buildings now, has greatly decreased, hasn't it, in the last half a dozen years or so? A. I would say just the reverse, that the number of journeymen had increased, because,
7673 while these fireproof materials are substituted for wood, the carpenters handle them just the same—the carpenters make kalamin doors, the carpenters erect hollow steel doors and hollow steel trim.

XQ161. Well, there is dispute as to whether they are entitled to that erection, isn't there? There is a fight over that now? A. There has been. They are doing it now. I don't think there is much of a fight on at the present time.

XQ162. Do not the tinsmiths erect this—— A. They claim—they had a scrap about it.

XQ163. Do not the tinsmiths claim the right to
7674 erect this fireproof door and window work that you speak about, and they do erect it to a considerable extent? A. I think they erect it to a very minor extent; I think there is very little of it that they erect now.

XQ164. In 1910, you gave some estimate as to the number of union men on buildings in Manhattan. Is that based entirely on your connection with and information you received as a member of this Employers' Association? A. Yes, sir.

XQ165. On your own jobs, you never hired any carpenters in that year, did you? A. What do you mean? 7675

XQ166. You sub-let that work don't you, on your buildings? A. I do not. That is my business as a contracting carpenter.

XQ167. Well, don't you take general contracts out for buildings? A. Occasionally, but they are rare. The majority of instances, I am a sub-contractor of a general contractor, and in a case where I have the general contract I hire the men directly myself to do the carpenter work.

XQ168. Then you were doing that in 1910? A. Why, sure. 7676

XQ169. Then your evidence as to the number you employed would be that you employed union carpenters? A. Union carpenters.

XQ170. Now, have you personal knowledge like that of the carpenters employed on any other buildings erected in 1910, in Manhattan? A. I do not have the same unqualified personal knowledge. I know that men in my line of business are members of our association, and they are bound by the same agreement that I am.

XQ171. And that is why you assume that these other buildings erected in 1910 in Manhattan were put up with union labor, throughout? A. Oh, I can't tell you exactly how I know it, but I know it, but I know it is an impossibility to build a building in Manhattan with anything else but union labor. You would have no end of strikes. 7677

Mr. Beattie: I ask that be stricken out.

Motion granted.

Exception taken by Mr. Merritt.

7678 XQ172. We are trying to find out just how you know it? A. Well, I have told you and given you the best answer that I know of.

XQ173. See if we cannot get at how—— A. A better one? Go ahead.

XQ174. We want to know how you come to know this thing. It may be so, but we do not know just how you know it. The men in your association are about one hundred, aren't there, around that? A. That employ carpenters, about one hundred.

XQ175. I mean, the Master Carpenters' Association, there are about one hundred of you? A.
7679 Yes, perhaps one twenty-five.

XQ176. Now, there are many more contracting carpenters in the city of New York, and even in Manhattan, than you gentlemen? A. Oh, yes; any number, there are.

XQ177. Well, could you give us an idea of how many contracting or master carpenters there are, that were building in Manhattan in the year 1910? A. I would not undertake to tell you how many.

XQ178. But you do undertake to tell us under what conditions they erected their buildings in 1910, in Manhattan? You know about the buildings? A. Yes.

7680 XQ179. But you do not know about the men who built them in that year, is that it? A. Why, I know that the majority—that about all the buildings that were built, of any importance, in Manhattan, some one of our members—perhaps not a carpenter, but in some trade a member of the Building Trades Employers' Association, was on that job doing work, and they could not have been there with their union men if there were non-union conditions there.

XQ180. Tell me how many non-union carpenters there were, that you know of, building in Manhattan in the year 1910? A. How many non-union carpenters? 7681

XQ181. How many men not members of your association? A. I could not tell you.

XQ183. Well, do you know how many members of your association were building in Manhattan, in 1910? A. About one hundred members; we had about one hundred members.

XQ184. But I mean, how many were building in Manhattan, in 1910? A. About all of them.

XQ185. About all? A. Yes.

XQ186. You know there were more in number than one hundred Master Carpenters not in your association, who were building in Manhattan, during that year? A. I think the New York directory shows about eighteen hundred. 7682

XQ187. About eighteen hundred master carpenters? A. Yes.

XQ188. Working in the year 1910, in Manhattan? A. Yes.

XQ189. Who were not members of your association? A. Yes.

XQ190. And are you familiar with all the different jobs that they were attending to in 1910? A. I am not. 7683

XQ191. Are you familiar with any one of the jobs? A. Yes; a majority of them are jobbers.

XQ192. Can you tell us any one of those jobs that you had in mind when you said that union conditions prevailed—union men were employed there—in 1910? A. What do you mean? Any one building where I knew that union conditions prevailed?

7684 XQ193. Yes. Being built by a man not a member of your association? A. Built by a man not a member?

XQ194. Yes. Are you willing to have it go on the record that you thought five minutes without being able to think of one? A. Yes, it can go on the record. That is three years ago; and to try to pick out one particular building that somebody outside of the association was doing, it is quite a problem.

XQ195. I know these are hard questions for you; but your answer covers so much, Mr. Harding, that I wanted to limit it, if the facts war-
7685 ranted it. Isn't it a fact—isn't it possible that a number of buildings might have been erected during the year 1910, on Manhattan, with non-union or part non-union labor, without your hearing about it—by men who are not members of your association? A. I do not think it possible, but it might have been. I do not think it possible.

XQ196. Well, that is it. It might have occurred. For instance, I might give you some instances. Here there was a row of houses built—these gentlemen have given me the list—a row of large apartment houses built on 152nd Street and St. Nicholas Avenue, in the year 1910. Do you know
7686 whether they were built with union or non-union labor?

Mr. Merritt: I object to your testifying. You are stating there were such houses built. I want you to ask him if he knows of them.

A. Was Raabe the owner of them?

XQ197. No, the contractor was named Rosenthal.

Mr. Merritt: I object to counsel stating that 7687
there were houses built.

The Court: The form of the question is objected to, but I take it, counsel means to call attention to those houses.

Mr. Beattie: That is all.

Mr. Merritt: If he will ask him if he knew of any such houses being built at that time, that is the way to reach his point. I am willing to take it that way, if you want it.

A. Was that in 1910 or 1909? My memory takes me back to some of the scraps about the trim question and a row of houses on 152nd Street, and 7688
where we showed the Executive Committee and the General Arbitration Board, when the Brotherhood were making a complaint against us, that there was a row of buildings with non-union trim being installed in them by union men, by union carpenters. I think that is the job. I would not be positive.

By the Court—

XQ198. You do not remember who the contractor was? A. No, I do not.

By Mr. Beattie— 7689

XQ199. Well, wasn't it non-union labor—being installed with non-union labor? A. No, it was proved to the satisfaction of the Executive Committee that it was being installed——

XQ200. Were you on the Executive Committee? A. No, but I was there, though, representing the Master Carpenters' Association, and it was proven to the satisfaction of the Executive Committee that it was being done by union men.

7690 XQ201. What was the result of it? How did it come before you gentlemen? Rosenthal was not a member of your association, was he? A. Oh, it was brought out because the Brotherhood had filed a complaint that one of our members was erecting non-union trim.

XQ202. Who is this man that was complained about? A. Why, Cohen & Steinick were the members of the Carpenters' Association.

XQ203. Members of your association? A. Yes. And the Brotherhood filed a complaint because they were using non-union trim.

XQ204. In 1910? A. Yes, and we set up a de-
7691 fense—I don't know—this might have been in 1909. I told you I have got it firmly fixed in my mind that this whole thing took place in 1910, that I am a little mixed on that point.

XQ205. Where were Cohen & Steinick building the bulding that was complained of? A. I could not tell you now, without looking up the record.

Mr. Merritt: We have the records, Mr. Beattie, if you want to show them to witness.

Mr. Beattie: I do not think that is the record. That is a record of another matter, as
7692 I understand it.

XQ206. You do not know whether this building that you are referring to was in Manhattan, or not? A. I think it was in Manhattan.

XQ207. Don't you know where that was? A. I have already told you that I could not tell——

XQ208. Was that a building that you embraced in your estimate as to the number of buildings in Manhattan in 1910, that were being erected by

union labor, or was that properly an exception? 7693
A. Oh, no, that was included—that building could not have been erected without union labor.

XQ209. Well, how about union trim? A. But at that time, from 1907, my dear sir, until we entered into this agreement——

XQ210. Please do not get back to that year. I am trying to get to 1910. A. I am telling you we did not consider the trim proposition a union proposition at that time, as it was a union proposition as far as the building was concerned, and as far as the erection of the trim was concerned, from the first of 1907—until we entered into that agreement, or up to the present time. 7694

By Mr. Beattie—

XQ211. We are talking about the year 1910. Did you understand that? A. Well, I was answering on 1909, and I could not answer your question about that building at 152nd Street, I was not in touch with it.

XQ212. How about the row of large apartment houses on 123rd Street and Claremont Avenue, which were erected in 1910? Do you know what sort of labor was——

Mr. Merritt: I do not want to be captious, 7695
but I do not want the statement going on the record that they were erected that year.

Mr. Beattie: I will change the form of it, if you object.

XQ213. Do you know of a row of large apartment houses being built on 123rd Street and Claremont Avenue, in the year 1910? A. I do not.

7696 XQ214. Well, have you heard of them being erected there before or since that time? A. No, sir.

XQ215. Are not most all of the large or most all the private dwellings and apartment houses built in the city of New York, east side or west side, and up in the north of the city and in the Bronx, built by master carpenters who are not members of your association? A. I would not say so.

XQ216. Are not the bulk of them built by men who are not? A. Oh, I would say the bulk of them the carpenter work is done by members of the association.

7697 XQ216. That is, of the—— A. Speculative buildings, you have reference to.

XQ217. The carpenter work is done by members of your association? A. I would say the majority of them.

XQ218. In what proportion? A. I would say the large majority—seventy-five per cent. of them.

XQ219. Of the apartment houses? A. Yes, sir.

XQ220. Even in the Bronx? A. Even in the Bronx.

XQ221. What do you base that statement on? A. Just prior to the making of that agreement, we took into the association about all of the men in that line of business that contracted for labor

7698 only on the buildings. Now, the owners of those houses buy their own material, buy their own trim, buy their own lumber, but they let out the contract to this bunch of lumpers that we took in as a part of the association. Now, those men, as I understand it, do seventy-five per cent. of that speculative work.

XQ222. The members of your association take

what are known as lumping contracts for other builders, to furnish—— A. This branch of the association, yes. 7699

XQ223. That is, to furnish labor for master carpenters who are building the apartment houses on the west side and—— A. No, no. The majority of the uptown apartment houses are built by—the real builder on them is the man who is not a master carpenter, not a master anything in the building trade. He may be a shoemaker, a tailor, but he buys his own material and he contracts out to people to do the labor.

XQ224. But whatever he is, whether he is a shoemaker or whatever else he may be, he gives the members of your association sub-contracts to furnish for these particular kinds of buildings? A. Yes. 7700

XQ225. And how many of the members of your association are engaged in taking these lumping contracts? A. About twenty-five.

XQ226. Do you know anything about the conditions under which the Blind Asylum in East 35th Street was erected as to labor, union or non-union? A. No.

XQ227. Do you know that it was erected in 1910? A. I do not.

XQ228. You do not know that it has been erected? A. No, I do not. 7701

XQ229. There may be a whole lot of large buildings erected in 1910, that you did not hear about, even—is not that possible? A. I don't think so.

XQ230. There may have been a number of buildings, anyway, that were erected in 1910, that you did not ever know were erected on the Island

7702 of Manhattan? A. Oh, there might have been a number that I did not know were erected.

XQ231. Or were being erected? A. But I reasonably know that they were erected by union men.

XQ232. You seem to want to get back to that right along, don't you? Have you got any particular reason for testifying that way? A. No, not as anxious as you are to get me away from it.

XQ233. But you keep getting right back to it, when you are not asked, don't you? A. Because I made the statement, and I made it honestly—I might have stated my conclusion in a way that I
7703 should not have done, and if I have I will apologize for it; but I made a true statement. Now, you are doing your best to prove that I do not make a true one.

XQ234. No, I am not, Mr. Harding. I am trying to find out—and you have misapprehended my position—I am trying to find out your exact knowledge, to see what it may be. A. I told you on the start, and I told the Court, what my knowledge was, and how I arrived at that conclusion.

XQ235. I am trying now to ask you whether these buildings erected—— A. But I tell you now
7704 that I have given to you and to the Court my sole reason for making that statement.

XQ236. I asked you, might there have been a number of buildings erected in Manhattan during the year 1910, which you did not even know about the erection of—is that true?

Mr. Merritt: He has answered yes.

The Court: I think he answered there were, possibly.

Mr. Beattie: Well, if he said anything further, I ask that be stricken out. 7705

The Court: That is rather indefinite. I cannot very well go back to it, there has been so much since.

Mr. Beattie: Exception.

XQ237. Regardless of who erected fireproof trim, doors and sash, there has been a decrease in the demand for wood made materials on that sort during the last two or three years? A. Yes, sir.

XQ238. In the business on the Island of Manhattan? A. Yes, sir. 7706

Recess till two o'clock.

Lewis Hardin, resumed the stand:

Re-direct examination by Mr. Merritt—

RDQ218. When did the Alwyn Court strike take place? A. About July of 1909, if that agreement—if you have the date of that agreement correct.

RDQ219. Yes, we can agree on that, the date of the agreement is October 30, 1909, so you can use that for your basis. And what trade was it that struck first? A. Carpenters. 7707

RDQ220. What was the cause of the strike? A. The trim for that building was coming from the American Car & Foundry Company, running an open shop.

RDQ221. As I understand it, at this time and

7708 for a number of years prior thereto there had been numerous complaints made by the Carpenters Union to the Building Trades Employers' Association against the use of open shop trim? A. Yes, sir.

RDQ222. When you say that complaints were made, you mean they were made by the officials of the Carpenters' Union, do you not? A. The business agents.

RDQ223. The complaints were not made by the men employed on the buildings themselves? A. No, sir.

7709 Mr. Maloney: I move to strike that out, as immaterial.

Motion denied. Exception taken.

RDQ224. Now, after this strike took place on the Alwyn Court Building, because of the use of open shop material, what was done to complete the building? A. The building was manned with such carpenters as we could get hold of, to work.

RDQ225. Some of them were non-union carpenters? A. I presume so, yes, sir. We advertised for men, established a Bureau of Employment, some men were brought from Philadelphia.

7710 RDQ226. About how many carpenters were employed? A. We succeeded in getting about ninety men to work on the building.

RDQ227. You found it difficult to get the number, the necessary number, in New York City? A. Yes, very difficult; in fact, it was almost impossible to get men to do the class of work required in that building.

RDQ228. So you secured men from out of town? A. Yes.

RDQ229. Now, after you started these men to work installing this open shop material ,what happened next? A. All of the other trades, with the exception of the bricklayers, I think, left the job. 7711

RDQ230. How many other trades were there employed on the building at that time? A. There must have been twenty.

RDQ231. Did you have any meeting with any representative of the Building Trade Council, concerning the matter? A. No. We had—when the other trades went out, we, of course, filed a complaint with the General Arbitration Board, and the General Arbitration Board heard the case and ordered the other trades to return to work, and they did so. 7712

RDQ232. How long after the strike was it that they returned to work? A. Oh, not more than three or four days. They struck, probably, on a Friday, and they returned to work, I think, on the following Tuesday.

RDQ233. Now, I will ask you whether, during the two year period, when you had no agreement with the Carpenters' Union, whether or not you were negotiating with the Carpenters' Union, from time to time, for an agreement? A. Yes, sir, we had three or four meetings with them, but we always broke on the same point. 7713

RDQ234. What was the point? A. Why, they wanted the use of trim confined to union made material, where the Master Carpenters' Association insisted upon buying open shop trim.

RDQ235. And did these meetings, when you broke on this point, extend over a period of two years? A. Yes, sir—well, it extended from the first part of 1907, until October, 1909.

7714 RDQ236. Now, as I understand it, you have testified that the Master Carpenters' Association acts in conjunction with various associations connected with the Building Trades Employers' Association, in dealing with some labor matters. Possibly the members of the Master Carpenters' Association act in conjunction with the members of the Building Trades Employers' Association? A. Yes, sir—the Board of Governors of the Building Trades Employers' Association is made up of three representatives of each one of the trade associations.

7715 RDQ237. Examining Plaintiff's Exhibit A, I will ask you when that went into effect, approximately? A. This is dated July 3, 1903.

RDQ238. Does not that refer to a former one that was dated July 3, 1903, and is not that the one that was renewed and adopted later, in 1905 or 1906? A. There don't seem to be a date on this.

The Court: Does the paper itself show its term of beginning and ending?

Mr. Maloney: No, your Honor, it does not, not, but we will fix the date in a minute. It refers to a preceding one.

7716 The Witness: This refers to the previous arbitration plan, and that was the date of the first arbitration plan, July 3, 1903.

RDQ239. What was the date of the second one? A. The date of the second one was some time in April, 1905, I think.

RDQ240. Well, that must be the second one. A. Yes, this is the second plan, but the date is not here.

RDQ241. Then that went into effect some time 7717
in April, 1905? A. Yes, sir.

RDQ242. How many trades were parties to this arrangement, Exhibit A? A. Thirty-two or thirty-three, I think—thirty-two, possibly.

RDQ243. That is, about thirty-two different trades of employers and about thirty-two corresponding labor unions? A. Yes, sir.

RDQ244. And as far as the parties to this agreement go, the agreement was that they should employ union men exclusively, was it not? A. Yes.

RDQ245. The carpenters were one of the parties to this arrangement? A. You say that was for the employment of union men exclusively. I 7718
think the instrument itself reads, "Except in the shops of such trades as were not unionized at the date of the adoption of the first plan."

Mr. Merritt: Well, shall we accept it for its face value?

Mr. Maloney: With whatever exceptions appear in the instrument.

Mr. Merritt: Then we will take the instrument on its face, without the witness' answer.

Mr. Maloney: Yes.

Mr. Merritt: And we will strike out the last 7719
two questions and answers.

RDQ246. Now, the Master Carpenters and the Joint District Council of the United Brotherhood were parties to this Arbitration Agreement, 34, were they not? A. They were, yes, sir.

RDQ247. And they were parties to it down to the time it went out of existence in January, 1910? A. No, sir; they were not.

7720 RDQ248. They were parties to it when it went out of existence in January, 1910? A. The Brotherhood of Carpenters were not. They were expelled from the plan——

RDQ249. During the nine months that you had the lock-out of the Brotherhood of Carpenters, as you have already testified to, the Brotherhood of Carpenters was not party to this arrangement? A. No, and they were not parties to the plan the last four or five months of the existence of the plan. They were suspended from the plan on account of their action on the Alwyn Court Building, and although they agreed to—we signed an agreement
7721 with them making them a party to the plan, the Arbitration Board had not taken them in yet up until the time that the plant went out of operation.

RDQ250. This fight involving the Greater New York Carpenters' Union and so forth all grew out of the Alwyn Court, did it not? A. Oh, no. That was a couple of years before the Alwyn Court building was put up.

RDQ251. Just what period were the carpenters out of this arbitration plan? A. Why, they were suspended or expelled from the plan at the time
7722 they went on the Alwyn Court building—about two weeks after they went on strike.

RDQ252. And they were never parties to the agreement after that? A. No, although they made application, their application had not been acted upon up until the time the plan itself went out of existence.

RDQ253. When was this nine-months' lock-out? A. That was in the end of 1905 and the first part of 1906—I am not sure of that date, whether it

was the end of 1904 and the first part of 1905, or 7723
whether it was the end of 1905, and the first part of 1906.

RDQ254. During the years 1908 or 1909, down to October, 1909, you had no agreement with the Carpenters' Union? A. No, sir.

RDQ255. But were you not employing members of the Brotherhood? A. Yes, sir, all the time.

RDQ256. Employing members of the Brotherhood exclusively? A. Yes, sir.

RDQ257. And it was during that period that numerous complaints were presented by the Carpenters' Union because of the use of the open 7724
shop material? A. Yes, sir.

RDQ258. Prior to the making of these arbitration agreements, as I understand your testimony, there was a condition of great warfare between the Building Trades Employers' Association and the various building trades unions? A. Yes, sir.

RDQ259. You found the conduct of the building business very uncertain, because of the frequency of strikes? A. Yes, sir.

RDQ260. And it was to clear up that condition that you made these arbitration agreements? A. Yes, sir.

RDQ261. It was to avoid a recurrence of that 7725
condition that you finally assented to this agreement with the Joint District Council, dated October 30, 1909? A. Well, you are bringing about two different things there, aint you? In the first place, you are going back to 1903, when the arbitration plan went in existence, and then you are bringing up the other point of us going into the agreement with the carpenters in 1909.

RDQ262. My mind is perfectly clear at what I

7726 am driving at. Let me see if I can get it to you. At the time you made this agreement October 30, 1909, you were parties to an agreement, through the Building Trades Employers' Association, to employ only union men, were you not? A. Yes, sir, the arbitration plan.

RDQ263. So that, in order to continue under that Building Trades Employers' Association arbitration agreement, you had to employ members of the United Brotherhood, did you not? A. Yes, sir.

RDQ264. Now, the United Brotherhood refused to work for you, did they not—refused to allow
7727 their members to work for you as long as you used non-union material? A. Yes, sir.

RDQ265. So that in order to continue under the Building Trades Employers' plan of arbitration, and employ union carpenters in accordance with that plan, you had to assent to the proposition not to use non-union trim, is that right? A. Well, I would not say that that was the whole thing that induced us to enter into the agreement with the carpenters at that time. We did not object so much to the use of union trim only, but we wanted the carpenters to exact those same conditions from
7728 people who were not members of the association. During the time that we had that trim arrangement with the carpenters they had not kept faith with us, the agreement had not been lived up to by their side, and they pretty clearly demonstrated to us that they could not maintain that condition, but when we entered into an agreement at the end of 1909, in October, they were able to show us that so far as Manhattan was concerned, and a portion of the Bronx, they could absolutely maintain a

union trim proposition in that territory, and 7729
we——"

RDQ266. That is, they were able to demonstrate to you that it was within their power to exclude any non-union trim from Manhattan and part of the Bronx? A. In that section, yes, sir.

Mr. Beattie: We ask that that be stricken out as immaterial, irrelevant and incompetent —the last question and answer we want to have stricken out, as it does not need his characterization, if that is the testimony.

The Court: I think I ought to do that, because really the witness did not finish his an- 7730
swer. He said, "and we——," and that part of it he did not complete. I do not know whether he wishes to add anything more to it.

The Witness: I just wish to say that we then entered into an agreement, after they were able to show us.

By the Court—

RDQ267. What do you mean by a union trim proposition? A. Why, made in union factories, not in open shop factories—trim manufactured in a union factory.

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Mr. Maloney: Now, that is quite a different proposition from excluding non-union material. I move to strike out the previous answer—not the long one.

The Court: I did strike it out for the reason that the way it read, he had not completed his answer. Now, if there is anything that is not clear about the situation, I think it should be cleared up.

Mr. Merritt: Yes, I will endeavor to.

7732 *By Mr. Merritt—*

RDQ268. Do you mean by that, that they were able to demonstrate to you that they could control the use of trim in the Island of Manhattan and part of the Bronx?

Mr. Maloney: Objected to as immaterial, irrelevant and incompetent, and as again calling for the witness' meaning of what he says, which is perfectly obvious.

By the Court—

7733 RDQ269. Now, I think perhaps there is an objection to that, but I will ask the witness just what he means by the situation that he now describes, which was the surrounding situation when they entered into the contract of October, 1909, as to the trim. They demonstrated something to you that they had not before? A. All through the year and nine months prior to that, they had been trying to have an agreement with us whereby we agreed not to buy any non-union material anywhere for any portion of our work, and we practically had that kind of an agreement prior to that with them, which they were not able to main-
7734 tain nor could we and compete with the outside people. So we refused to sign an agreement, they on their hand refused to sign any agreement with us that did not contain that clause. We gave to them as a reason for us not signing, that they were not able to maintain that condition with the outsiders. They showed us within the last six months prior to that that in that section they could, outside of the members of our association, maintain substantially—only use union trim, and for that

territory then we agreed with them that we would not buy non-union material. 7735

RDQ270. Now, what is meant when you say they maintained in that territory that they would only use union trim? Would there be other dealers that would buy the non-union trim? A. Not in that territory.

RDQ271. That is, you mean Manhattan and part of the Bronx? A. And part of the Bronx. No builder would feel safe that he could buy the material of a non-union concern or an open shop concern and have his building go ahead while using it.

7736

Mr. Maloney: Now, I move to strike out that testimony as not competent, relevant or material, and on the ground that that is not the inference to be drawn from the testimony of the witness.

The Court: You can ask him, but that is what he says it means.

Mr. Maloney: I am moving to strike that out because it is quite plain to my mind that that is not what—he has already assented to the idea that I have uttered before to your Honor. It means that they cannot use non-union material where they are employing union men. That is what it means, and it does not mean anything else. 7737

The Court: I am perfectly willing that you should ask him that question if you want to.

By Mr. Maloney—

RDQ272. Is not that your understanding? When you say that they were able to demonstrate

7738 to you within the period of six to nine months prior to the time you signed the agreement of October, 1909, that they could have union trim conditions, do you mean by that that the carpenters had so arranged with builders not in your association that they, too, would not use non-union materials where they were employing union men, union carpenters? A. There was not any other carpenters to employ.

RDQ273. That is another matter, that is a different matter. That is what you mean, isn't it? A. Yes, sir.

7739 *By Mr. Merritt—*

RDQ274. Now, as I understand, you also mean do you not, that through this arrangement whereby non-union trim was not to be used where union carpenters were employed, the carpenters had demonstrated that they were able to control the use of trim in such a way as to prevent the use of non-union trim within that territory?

Mr. Malony: I object to that again on the same ground. If it is true, if the counsel is correct in the inference that he seeks to draw from this testimony, your Honor may draw

7740 that inference, but this witness ought not to be asked to say that the union carpenters had demonstrateed that they could control non-union material. Now, they cannot control anything except their own labor; that is all they can control.

The Court: I think that now it has gone rather into a matter more of argument and words than substance. I understand that the extent and growth of the Union of Carpen-

ters was such that in 1909 they were in a position to say, "Our union men are so numerous in this region that there will be no non-union trim used where they work." 7741

Mr. Maloney: I am perfectly willing to have that feature of it before your Honor, but to have it put the other way, that they undertook to control non-union trim, that they excluded the use of non-union trim, is another matter. That may be an effect, and I am not going to argue against that, that is a matter of argument, and your Honor could find that, but that is another question, a different question of law. The other is a fact that he is trying to prove. 7742

RDQ275. Now, Mr. Harding, as I understand from you, during the period of approximately two years when you refused to enter into this agreement restricting your purchasing to union material exclusively, the reason that you so refused was because competing builders were using non-union material? A. That is true.

RDQ276. And you insisted to the carpenters that they prevent the use of this material by competing builders, before you would enter into an agreement not to use it, is that correct? 7743

Mr. Maloney: I make the same objection, as again endeavoring to draw from this witness a statement of a different fact and a conclusion as to that fact.

The Court: I think now that it has reached such a point that perhaps it is not well to put the question in such a leading form. He is apparently very well versed in this whole

7744 matter, and he understands what the situation was, and I think it is in rather a leading form, the way it is now put.

RDQ277. As I understand it, your association was unwilling to enter into any agreement with the Carpenters Union, restricting your purchase to union material as long as non-union material was being used in Manhattan and the Bronx, by other builders? A. That is right.

RDQ278. And it was not until the carpenters demonstrated to you that they had the power to control the situation in that respect, that you
7745 were willing to enter into the agreement?

Mr. Maloney: Now, I object to that—control the situation.

Mr. Merritt: I withdraw the question.

RDQ279. Now, as long as any non-union material was being used for building operations in Manhattan and the Bronx, you were unwilling to make any agreement not to use non-union material, is that right? A. As long as a considerable amount of it was being used, we refused.

RDQ280. Why did you object to your independent contrators using the non-union material?
7746 A. Why did we object to them using the non-union material?

RDQ281. Yes, you were willing, you said, to make an agreement not to use non-union material. Now, why should you object to what other people do? A. Because, while the other people—if they could use non-union material they could outbid us, we could not get the business.

RDQ282. You mean the non-union material is cheaper? A. Why, surely.

RDQ283. Then, as I understand your testimony, you were unwilling to make any agreement to restrict your purchases to union material, as long as a substantial amount of non-union material was being used in Manhattan and the Bronx? A. That is true. 7747

RDQ284. And the reason you did enter into this agreement was because the Carpenters' Union had demonstrated to you that they could prevent the use of any substantial amount of non-union material in Manhattan and the Bronx?

Mr. Maloney: I do not want to review the same objection. It is perfectly obvious he is simply trying to produce from this witness his conclusion as to a very material fact. 7748

Mr. Merritt: I think it is very material.

The Court: I think it is, and for that reason you do not want to put it quite in that form. It is really making him assent to a proposition which might have a very important bearing here.

Mr. Merritt: It seems to me it has become so perfectly clear that my question, perhaps, is almost superfluous, yet at the same time I do not know how to put the question any differently than I have. I am trying to be as inoffensive as I know how, but I do want the witness to testify to that which is the obvious truth, which is the obvious inference from his statement, and which he is obviously willing to testify to. He is not a witness who leans on counsel, and is going to take the words from the counsel's mouth, or anything of that kind; he has not shown any inclination to do any such thing. 7749

7750 The Court: That is the reason that I think the question is, perhaps, leading in form. Now, I take it that at this time when they entered into the agreement the carpenters had shown a much stronger position with regard to non-union trim than they had before, but how that was brought about, whether brought about through the strength of the organization through the numbers of their men, or through some other arrangement, has not appeared, so that that is the reason it is a conclusion for you to say they controlled the situation. I suppose it means that union
7751 men were so extensively engaged then that they practically were in every job, that is really what I suppose you mean. If you say "controlled the situation," that leaves it open to that question.

Mr. Merritt: I did not use the word "control" in my last question. I particularly avoided it.

Mr. Maloney: Just as counsel stated, the witness is an ideal witness, he states only the facts, and he is trying to get him to state inferences which the witness ought not to
7752 state. The witness is stating the exact facts, and he ought not to be compelled to put a characterization upon his own facts, which are perfectly true—there is no doubt about it.

RDQ286. I will ask you, Mr. Harding, if you mean that just prior to the time you had entered into your agreement of October 30, 1909, the Carpenters Union had demonstrated to you that its membership was so extensive and so generally

employed upon building operations in Manhattan 7753
and the Bronx, and their enforcement of the rule not to work on non-union material was so strictly carried out, that through this control the use of non-union material on buildings in Manhattan and the Bronx has been practically eliminated?

Mr. Maloney: I make the same objection again, if your Honor please. There is absolutely no foundation for it. The witness' testimony is as clear as daylight.

Objection sustained.

By the Court— 7754

RDQ287. I will ask you this question, Mr. Harding. How would the Brotherhood or the Union be able to do any more with respect to trim in October, 1909, than in 1908? A. I can't tell you exactly how that condition came about, but it came about—but it is a fact we know to obtain. During the previous agreements we had had with the Brotherhood of Carpenters, when they made a complaint against us for the use or buying of non-union material, we showed them ten cases with the outsiders, that they were erecting this material for the outsider, for everyone that one 7755
of our members had bought. When we showed them that we said, "Now, this is a farce, to have that condition in our agreement, and we want to cut it out, we want to be free to buy our materials where we please." We split and could not make an agreement. We went along for two years without it, or for the best part of two years. During the first year of that period, in which we haad no agreement, our men were still on the road find-

7756 ing where they were erecting this non-union material for the outsider. Then the first part of the last year that we had no agreement the Brotherhood of Carpenters made this claim to the Executive Committee of the General Arbitration Board, that the members of the Master Carpenters Association were the only ones that were purchasing and erecting non-union material in the Borough of Manhattan, and that portion of the Bronx, and the best information that we could get was that that was the fact, and therefore we—rather than have them strike our jobs, we signed that agreement with them.

7757

By Mr. Merritt—

RDQ288. How is a builder or master carpenter paid for his work on his contract—on a commission basis? A. No, it is generally a lump sum. Sometimes it is taken on a commission basis.

RDQ289. So that, if someone else could purchase the non-union material besides members of your association, they could submit lower estimates for the work? A. Yes, sir.

RDQ290. Because the non-uinon material is cheaper? A. Yes, sir.

7758 RDQ291. And you were unwilling to enter into an agreement restricting your purchases to non-union trim, as long as you felt that any substantial amount of non-union trim was being used by outside builders? A. I think the agreement itself demonstrates that, when the territory is only Manhattan Island and that portion of the Bronx, where outside of that territory we buy any old material.

RDQ292. Your answer is yes, though? A. Yes, 7759
sir.

RDQ293. In the Borough of Brooklyn, do you use the non-union material? A. I think so. I have done very little work in Brooklyn since that agreement.

RDQ294. There are members of your association who do work in Brooklyn, are there not? A. Oh yes, quite a number of them.

RDQ295. Have you had any complaints from the Carpenters' Union on account of the use of non-union material by your members in Brooklyn? A. I am not on the Trade Board. I would not answer that there was on complaint. 7760

RDQ296. You would not know whether there was or not? A. I would not know whether there was or not.

RDQ297. You had no preference for union trim, had you? A. No.

RDQ298. You simply were willing to make an agreement restricting your purchases as long as your competitors were kept similarly restricted? A. That is it, exactly.

The Court: Now, does it appear in that agreement that there is some question about the thickness of sash, for instance, such as 7761
has been referred to here, one and three-quarter inches and so on?

Mr. Merritt: I think not, your Honor.

The Court: It is unrestricted, then?

Mr. Merritt: That is my recollection.

Mr. Maloney: Oh, no, not in the trade agreement.

Mr. Merritt: I am examining the agreement, and you had better examine it before

7762 you speak. I do not find any such discrimination.

The Witness: There is none in that. There is a restriction in the agreement the Brotherhood of Carpenters have with the Manufacturing Woodworkers Association. The Manufacturing Woodworkers Association up to the time of making that agreement purchased a lot of their materials from non-union mills, themselves, and in making that agreement they put that restriction in as to what they could purchase outside and what they could not.

7763

RDQ299. So that they could purchase the one and three-eighths sash and so forth? A. Yes.

Mr. Maloney: Well, that is an immaterial fact with respect to this agreement, because that is something that the carpenters have provided about that the Manufacturing Woodworkers' Association do not make themselves. That is all that means.

The Court: But under Exhibit A, I was not quite clear whether the carpenters like the witness were at liberty to buy any non-union

7764 trim.

Mr. Maloney: No, they can use all the one and one-half inch sash that they can buy. They call it one and three-eighths, because when it is trimmed down it is a little less.

Mr. Merritt: The exhibit which you are inquiring about, as I understand it, is the agreement between the Master Carpenters' Association and the Joint District Council of Carpenters.

The Court: I was referring to this one that they made in October, 1909. 7765

Mr. Merritt: Well, that is the one—that is Exhibit B.

Mr. Maloney: A is the Joint Arbitration Plan.

Mr. Merritt: B refers to the use of non-union material, and it makes no exception in regard to one and three-eighths sash.

Mr. Maloney: That is why I stated that —that is immaterial, it is simply something that the carpenters themselves give way on, because they do not make that size at all, they do not work in any mills where that size 7766 is made, so that even if the master carpenters bought that, it would not be within the agreement. It does not appear as a matter of writing in the agreement, but as a matter of practical everyday working they would have a right to purchase one and a half inch, because the carpenters do not work on that at all.

The Court: In other words, there is no union material of that dimension?

Mr. Maloney: There is no union material of that dimension—that is the point.

Mr. Merritt: I am told, as a matter of fact, 7767 that the union mills do make that kind of sash.

The Court: Well, it has not appeared here that there is any protection in that kind of sash.

Mr. Beattie: No union mills in this section make it.

7768 *By Mr. Merritt—*

RDQ300. Now, you were speaking about the Master Carpenters who were not members of your association. I will ask you what proportion of the large master carpenters operating in Manhattan are members of your association? A. Oh, I would say seventy-five per cent.

RDQ301. And this large number of carpenters who are not in your association—what character of work do most of them do? A. The majority of them, small jobbing work.

RDQ302. That is not the erection of new build-
7769 ings? A. No.

RDQ303. Are not those repairs and things of that kind? A. Yes.

RDQ304. You stated that there was a decreased demand for wood materials in Manhattan. Does that apply to all lines of wood materials, all lines of trim? A. Yes.

RDQ305. Isn't it true that there are certain lines of trim in certain character of buildings that have not been at all displaced by the fireproof material? A. Well, certain buildings are, because wood still remains in use in them, and there are other buildings put up in Manhattan
7770 years ago that would have wood doors, and wood trim, and wood base and wood bucks or wood partitions, for that mattter, that to-day not a stick of wood go into them at all. The Bankers Trust Company, for instance, there is not a particle of wood in it.

RDQ306. Is not the building business larger than it once was? A. Yes.

RDQ307. So would you say that the total

amount of wood material, of certain character required in Manhattan, had at all decreased? A. No, I would say that there is as much woodwork used, or more in Manhattan to-day than there ever was, but if you take that grade of business there is a decrease in proportion to the amount of business that is being done. 7771

RDQ308. A decrease in proportion to the amount of business, is what you meant? A. Yes, sir.

RDQ309. But the total amount of wood trim used in Manhattan is just as great as it ever was? A. Oh, I think so.

7772

Mr. Maloney: I object to that testimony as immaterial, because it now appears by both counsels' examination that there has been a decrease in the use of wood in the growth of the business, and there is no evidence at all as to whether there is an increase in the output of wood that is manufactured. I suppose the testimony is intended to bear upon the question of how much wood this Cross, Austin & Ireland, and the plaintiff, and Newton sold, claiming that there was a loss in their business.

The Witness: The character of the buildings now—one building I have in mind at the present time—the trim alone in it was probably more than half of all the trim manufactured in Greater New York twenty years ago. 7773

Take the McAlpin Hotel. I know that the contract for the trim work in that building alone was over $160,000. Now, I will venture

7774 to say that twenty years ago there was not $460,000 worth of trim manufactured in Greater New York.

Mr. Maloney: There you have exactly what I am trying to argue. There has been a growth in the trim business and, of course, there must have been a corresponding growth in the number of people manufacturing trim, and therefore the inference they seek to draw is not a necessary inference. I object to that line of testimony as endeavoring to produce proof of a fact which is not a necessary inference from the testimony.

7775 The Court: I do not think I can exclude evidence on that ground because it may, in connection with some facts, have a bearing.

Mr. Maloney: They are offering expert testimony to show, and they are asking you to draw an inference from it. I move to strike out the testimony on the grounds I have stated, and your Honor denies it, and we except.

RDQ310. I hand you that book, and ask you if that is a copy of the constitution and by-laws of the Building Trades Employers' Association as it
7776 was in existence in the years 1910 and 1911 (showing Exhibit 40)? A. Yes, sir.

RDQ312. Did they have about a thousand members in the years 1910 and 1911? A. About nine hundred.

RDQ313. Covering how many trades? A. About thirty-three associations.

RDQ314. Who ordered the other trades out on strike in the Alwyn Court Building, if you know? A. Board of Business Agents.

Re-cross examination by Mr. Beattie— 7777

RDQ315. Do you know really who did order them out, or is this information that was given to you? A. It was information.

Mr. Beattie: I move to strike that out, that the Board of Business Agents ordered these other trades out.

By the Court—

Q. When you say "information," from whom was the information? A. Why, when the representatives from the different unions appeared before the Executive Committee of the General Arbitration Board, the Executive Committee wanted to know why the men quit work. The Business Agent promptly replied that he was obeying orders from the Board. 7778

Q. The business agent of which particular trade? A. Of each one of the trades that went out of the Alwyn Court Building.

Mr. Merritt: I will show before this case is closed that the Joint District Council of Carpenters and th eother trades in the building business in Manhattan are all united together under what is known as the Building Trades Council, and that one of the parts of that Building Trades Council is the Board of Business Agents; that they have in their constitution a provision that no non-union man in any trade shall be allowed to work upon any building where any member of any trade or any unions affiliated with this Trade Council are working. And if your Honor wants 7779

7780 to reserve the ruling on that question until that point is shown, I suppose it will be perfectly proper, but I thought I would state to you what I can prove before the case is closed.

The Court: The witness now speaks of what was really a hearing before the Arbitration Board, in which these men, these different representatives, came in and made a statement. Now, I think that that is competent. I think his previous statement, that he was told that they called a strike, is not competent, so I think I should strike that out. The
7781 answer that the witness gave to me of what they did at the Arbitration Board remains in.

Mr. Beattie: Exception.

Mr. Maloney: I understand that your Honor is now going to hold that this is competent evidence to show that we caused sympathetic strikes against the plaintiff.

The Court: No, not at all.

A. Do you mean the Master Carpenters or

By Mr. Merritt—

RDQ316. Were any of the carpenters present
7782 at that meeting where it was stated—— A. Do you mean the Master Carpenters or the Brotherhood?

RDQ317. I mean the Joint District Council. A. They were not.

RDQ318. None of the delegates? A. They had been already suspended from the Arbitration Board.

Mr. Maloney: Now, I renew the motion on

the ground that this is immaterial, irrelevant and incompetent, and in no way binding upon us, in addition to which I make the motion specifically also upon the ground that there is nothing to indicate that the plaintiff's material entered into the construction of that particular building in any way. We do not fear the testimony at all, except on the question of sympathetic strikes. The rest of it we do not care anything about. If he has any other point that he wants it in on, we do not care about it. 7783

Motion denied. Exception taken. 7784

By Mr. Beattie—

RXQ319. Among the thousand members of the Building Trades Employers' Association, or thereabouts, which you have testified to, is a member known as the Manufacturing Woodworkers' Association, is there not? A. Yes, sir.

RXQ320. Which is in your association as an individual association, as I take it? A. What do you mean? "Is in the association as an individual"?

RXQ321. Is the association a member itself, or are the individual members of this association the members? A. The individual members of the Manufacturing Woodworkers' Association are also members of the Building Trades Employers' Association. 7785

RXQ322. And the Manufacturing Woorworkers' Association is a member itself, is it not? A. I do not so understand it.

RXQ323. All the members of the Manufacturing

7786 Woodworkers' Association are members of the Building Trades Employers' Association? A. Yes, sir.

RXQ324. And all the members of the Manufacturing Woodworkers' Association are engaged in manufacturing different kinds of wood mill work, are they not? A. Yes.

RXQ325. And these mills are all manned by the members of the Brotherhood of Carpenters, are they not? A. I believe they are.

RXQ326. And these mills are all run, as far as you know, under what are known as union conditions? A. Yes, sir.

7787 RXQ327. Now, after the lockout of 1905, did not the Master Carpenters' Association make this agreement with the Joint District Council, which I show you, to-wit: On December 15, 1905? A. Yes, sir.

Mr. Beattie: I offer that agreement in evidence.

Mr. Merritt: No objection.

Same received and marked Exhibit G.

RXQ328. That has this provision in it—that there shall be no restrictions to or discrimination
7788 against the use of any manufactured material made by woodworkers, except non-union and prison made—has it not? A. Yes, sir.

RXQ329. You understand that that obligated you, didn't you, to buy union material such as doors, sash and trim? A. That is if we wanted to avoid a strike. That is what we understood when we signed it.

RXQ330. Well, that was your agreement, wasn't

it? You agreed to do this, and our men agreed to work for you for certain hours and wages. Those are some of the terms of the agreement. And these men would go into it just as much as to avoid your lockout as you went into it to avoid their strike, don't you think? A. Yes. 7789

RXQ331. As a matter of fact, these agreements were the result of differences and concessions on both sides, were they not? A. Yes, sir.

RXQ332. They had to be? A. Yes.

RXQ333. And where you may have conceded the trim to us, we probably made some concessions to you in some of these agreements? A. Oh, I think there were concessions on both sides, from the demands. 7790

RXQ334. Now, was not this General Arbitration Plan and all these trade agreements the result of the request of the members of the Building Trades Employers' Association? A. The General Arbitration Plan was, yes. It was suggested by the Building Trades Employers' Association.

RXQ335. Well, as I understand it, in 1905, the Building Trades Employers' Association got together and requested the different trade unions to enter upon a general arbitration plan and separate trade agreements to bring about peace in the trade? A. Yes, sir. 7791

RXQ336. And some of these labor unions hesitated about joining in the arbitration plan or the trade agreements, did they not? A. Well, there was not very much hesitancy about the trade agreements generally. There was considerable hesitancy about the arbitration plan, because as they saw it then, it meant the elimination of the sympathetic strike.

7792 Mr. Beattie: Now, I ask that that part "the elimination of the sympathetic strikes" be stricken out as not responsive.

Motion granted.

RXQ337. You say they did not hesitate about coming in on the request of the gentlemen, in the Building Trades Employers' Association? A. I did not say so, I did not say they did not hesitate. I say they did hesitate about coming in.

RXQ338. Oh, I did not understand you. You locked out a lot of trades, then, or several trades, in 1903? A. Never locked out one of them.

7793 RXQ339. Well, didn't you lock out, for instance, the very trade we are involved in here now? A. Locked it out in 1904 or 1905, but not then.

RXQ340. Now, you locked it out for five months, as I think we have agreed, in 1905, but in order to bring us in to join your arbitration plan and a trade agreement, didn't you lock out all the union carpenters who were working for the members of your association in 1903? A. No.

RXQ341. Are you making any point about the word "lockout," or were our men working for your people for six months of that year just before the agreement was made in—— A. I think

7794 they were out more than six months. They went out on strike just about the time the Building Trades Employers' Association was organized, against the Amalgamated Carpenters—a strike of their own, which we had nothing to do with in any way, shape or manner. Now, during that strike the Building Trades Employers' Association was organized, and we thought the best way to do business would be to have an arbitration

plan, and we simply did not do any business, we had nobody at work, we did not lock them out—they were already out. When they got ready to come in and talk about the plan, why, they went to work. We had not locked them out. 7795

RXQ342. They called it a lockout, didn't they? And you called it a strike? A. I don't know—a lockout, I would say, was where the association got together and decided to lay their men off, but here was not a case where they were laid off. They were out before.

RXQ343. Well, in these different matters—— A. The last time we did lock them out, in 1904 or 1905—I think I am right yet on the date, that it was 1904 in place of 1905—they struck on two or three buildings, struck in the subway, and we locked them out, kept them locked out till we got things down to a reasonable working basis. 7796

RXQ344. That proceeding on your part, that lockout you have just spoken of, culminated in bringing about the agreement which I have just put in evidence as Exhibit C, did it not? A. No, I think that is a renewal of the agreement that was signed at that time.

RXQ345. You do not mean there was another agreement besides—— A. Prior to that, but it was practically—so far as the trim clause is concerned, it was identical with that. 7797

RXQ346. Was it the same as to wages and hours? A. I am not so dead sure of the wages. The same as to hours, but I am not so—wages did change about that time, and whether they changed in that particular agreement—and I think it did, I think there was a provision for an in-

7798 crease the following July went into that agreement. I would have to look at it and see it.

RXQ347. From $4.80 to $5 a day? A. Yes, something like that, or it might have been from $4.50 to $4.80. I know the change took place.

RXQ348. Then there was a wage discussion in these agreements? A. Oh, yes, always.

RXQ349. As well as the trim question? A. Oh, yes, trim was not the only thing we wrangled about.

RXQ350. There are many provisions in both these agreements—that of 1906 and that of 1909—outside of the trim matter? A. Yes, sir.

7799 RXQ351. And you know that by the agreement of 1909, if you gentlemen found that we were working on non-union material for any man who was not a member of your association within Manhattan or in the Bronx south of Tremont Avenue, that you gentlemen had a right to buy the same non-union material? A. That is why I told Mr. Merritt that there was a difference in the clauses of those two agreements.

RXQ352. That is really an important difference, isn't it? A. Yes, sir.

RXQ353. Was not that lockout of 1905, the result of one of your members, Mr. Flint, using non-
7800 union material on the Millionaire's Club at Sixtieth Street and Fifth Avenue, which we would not put up? A. Not the Millionaire's Club. On a trust company building there opposite the Metropolitan Club. That was one of the reasons. Another reason that they struck on the subway with some of the other trades.

RXQ354. Was not this Metropolitan Club the first of these matters in dispute as to trim? A. I

will tell you. They struck on that, and there was 7801
a conference and a lockout that only lasted for a week, and they went back to work on that, but then when the subway strike took place and they would not go back to work they also struck that building, so that there were two causes for us locking them out.

RXQ355. You said that you could not at that time control under the agreement of 1906—I think it was—control your own members in the purchase of non-union trim, and we could not control our members? A. Any time one of our members would be cited to come before the Trade Board to know why he was buying non-union material, he 7802
would have a list in his pocket of a dozen different places in which that very self-same material, from the same factory was being erected by the Brotherhood of Carpenters for an outsider.

RXQ356. Well, the fact is, isn't it, that this non-union material does not bear the maker's name or—— A. It don't bear any label or anything.

RXQ357. The greater part of this trim does not bear any label, and the men who really wanted to keep the agreement might work on it without knowing that they were working on non-union material—that is so, is it not? A. Well, it was so, 7803
to this extent, that when we pointed out to the Brotherhood one night sixty-three cases of where they were handling, in Manhattan alone, this non-union material for other people, and they asked that the case be adjourned for two weeks, to give them a chance to put in an answer, when they came back they said they could not put their men on the street at that time of the year, to stop them from working on those jobs, and then it resulted

7904 that we should not consider any material non-union except that had notified the Trade Board that that material was non-union, and we only had then on our records the Louis Bossert firm as being a non-union concern, and for one whole year we went through and bought our material where we pleased, and we avoided buying it from Louis Bossert, because they were the only concern that we had been notified that was non-union.

RXQ358. The only concern you were notified was non-union? A. Was non-union, and although we had it in the agreement that there should be
7805 no restriction against any material except non-union and prison made.

RXQ359. Do you know when this was? A. Well, it was during the life of that agreement that you have just handed up to me to look at.

RXQ360. Was this in a letter sent to the Arbitration Board? A. This notification that Louis Bossert was unfair was a letter. What I am telling you now took place at a meeting of that Arbitration Board of which I was a party—was member of.

RXQ361. Do you know what year that was in? A. I take it, some time during 1906, because it
7806 was during the life of that agreement, one of the things that made us demand the elimination of the clause in the next agreement.

RXQ362. Was it a letter enclosing this list of non-union mills? A. No, this was one they furnished us after the incident of which I was speaking.

Mr. Merritt: The witness referring to Exhibit 18a?

RXQ363. Well, were you not getting lists and 7807
requesting lists of non-union mills—— A. We were not requesting anything.

RXQ364. Well, you knew your members were working on non-union material, or buying non-union material? A. Why, it developed right along that they were, and they appeared before the Trade Board, as I say, and they would furnish this excuse, that this material was being used by others, and then when we got our men to work on the outside and got into a position to just tell the Brotherhood of Carpenters where they were handling his material for other people, and we 7808
furnished them a list of sixty odd buildings on which non-union material was being erected, after, as I say, after the end of two weeks, one of the defenses was that they could not put their men on the street at that time of the year to stop them from erecting the material, and another thing, that the Master Carpenters could not take it upon themselves that material was unfair to them until they had notified us in writing that it was unfair, and for the best part of that year——

RXQ365. Before you go any further, when you say this Bossert letter came, you knew your members were buying non-union material? A. I knew 7809
some of them were.

RXQ366. And they would not have bought it, I assume, if they knew the mills were non-union? A. I take it they would buy everything that they saw the carpenters erecting for other people. I know that is the theory that we worked on after that memorable night.

RXQ367. That is, after the agreement of 1909? A. Oh, no. We have had no trouble since the

7810 agreement of 1909; there has been hardly a dispute about non-union trim to amount to anything.

RXQ368. I do not mind telling you that they have introduced here in evidence the different letters received by your association during the year 1907 from the Joint District Council, about non-union mills. A. 1907—that was one of the years we had no agreement, and of course they were sending those letters to us, and they were sending them to the General Arbitration Board, but we were not paying any attention, we were buying our trim then from whoever we saw fit—as best suited our purpose—scrapped it out.

7811 RXQ369. Where would any such letter referring to Bossert be? Would it have been filed with Mr. Christie? A. The letter that I speak of is a letter received by our association and by the Trade Board probably in the end of 1905, long before 1907, anyway, and I think it was in the end of 1905.

RXQ370. Then they objected to putting up Bossert's material away back in 1905? A. Oh, yes.

RXQ371. Well, they were objecting to putting up the material of a lot of other non-union mills,

7812 weren't they? A. Yes, they were, so far as we were concerned, but, as I say, when we set up this defense——

RXQ372. You have explained that before. A. Then they dropped everything down to Bossert's mill. That is what I am telling you.

RXQ373. When was this? A. This was some time during the winter of 1906.

RXQ374. In the winter of 1906? A. And it might have been in December of 1905, but it was around that time.

RXQ375. Now, just look at Plaintiff's Exhibits 16, 17, 18 and 18a—just look at those and see if they were not complaining about those non-union mills, including Bossert's A. That is 1907. 7813

RXQ376. They were complaining against other non-union mils? A. Here is 1907, again.

RXQ377. There are many other non-union mills in these exhibits that I have shown to you, which they complained about in 1907, are there not? A. Yes; these are all in 1907.

RXQ378. They are all non-union mills there that they are complaining about, are they not—that is, non-union at that time? A. Yes. Here is a long list here that has no date on it. 7814

RXQ379. Was that submitted to you? A. There was this list submitted to us at one time.

RXQ380. Well, that is a non-union list, too, isn't it? A. Yes.

RXQ381. Do you know when that was submitted? That is Plaintiff's Exhibit 18a. A. I think that was about the end of the life of that agreement.

RXQ382. What agreement, now A. That agreement that you asked me to identify a few minutes ago—the 1906 agreement.

7815

By Mr. Maloney—

RXQ383. December, 1905? A. Yes, the one that was made in December, 1905.

By Mr. Beattie—

RXQ384. And the Bossert letter you refer to was back in 1905, prior to that agreement? A. Yes, the letter I refer to.

7816 RXQ385. Have you made any search for the Bossert letter? A. No, I have never had any occasion to look for it.

RXQ386. Was it a letter directed to you? A. No, it was a letter directed to the Trade Board. The question came up in the Trade Board.

Rufus H. Brown, on behalf of complainants, testified as follows:

Direct examination by Mr. Merritt—

7817 Q1. What is your business? A. Builder.

Q2. How long have you been engaged in that business? A. About eighteen years.

Q3. Where is your principal office A. 350 Fulton Street, Brooklyn.

Q4. Do you do business under your own name? A. Rufus H. Brown, Incorporated.

Q5. Are you a member of the Master Carpenters' Association of the City of New York? A. I am.

Q6. Do you operate in all the boroughs of New York, from time to time? A. Yes, whenever I happened to have work in any borough.

7818 Q7. How long have you been a member of the Master Carpenters' Association? A. Seven years, I would say. That is not accurate.

Q8. Ever since it was formed? A. No.

Q9. Approximately seven years? A. Approximately seven years.

Q10. You are acquainted with the terms of this agreement between the Master Carpenters' Association and the Joint District Council of Carpenters, are you not A. I am.

Q11. You know there is a clause in that agree-

ment which provides that the Master Carpenters' 7819
Association shall not use non-union trim, except certain particular kinds? A. Well, I think it prohibits the use of non-union made trim as a whole.

Q12. Well, I think there is some provision that excepts one and three-eighths sash, is there, or something of that kind? A. Not that I remember of. Machine planed lumber and trim is excepted, but that does not come under the head of mill work.

Q13. Taking that clause of that agreement whereby the Carpenters restrict their purchases, I will ask you whether that clause of the agreement 7820
was entered into at the suggestion of the Joint District Council or at the suggestion of the Master Carpenters?

Mr. Beattie: I object to that as immaterial, irrelevant and incompetent.

The Court: I will let the witness answer first if he knows.

Q14. There were certain negotiations, were there not, that preceded the execution of this agreement? A. Yes.

Q15. Were you present during those negotiations? A. Yes. 7821

Q16. Was there some committee of your association that had to do with that? A. Yes.

Q17. And you were a member of that committee? A. Yes.

Qy8. Do you know whether it was the Joint District Council or the Master Carpenters' Association that insisted upon the provision restricting the purchases of non-union materials?

7822 Mr. Beattie: Objected to as incompetent, irrelevant and immaterial.

The Court: This question is to be answered yes or no.

A. I do.

Q19. Which part was it that insisted upon the provision?

Mr. Beattie: Same objection.

Objection overruled. Exception taken.

7823 A. At all agreements at which I was present at the making, which have been for the last six years, I think, it was at the instance of the Joint District Council.

Q20. Will you state whether or not the Joint District Council refused to make any agreement with the Master Carpenters' Association, unless this clause or its equivalent should be made a part of the terms of such agreement?

Same objection, ruling and exception.

A. Yes, they always insisted on it going in the agreement.

7824 Q21. Have you carried on extensive building operations in Brooklyn and Manhattan? A. Not so very extensive in Manhattan. My yearly business is about $400,000 a year, or something like that.

Q22. That is your total yearly business? A. Yes, mostly in Brooklyn and suburban parts of Brooklyn.

Q23. You have done some business in Manhattan? A. Oh, yes.

Q24. Are you familiar with the conditions of the building business in Manhattan? A. Yes. 7825

Q25. Are you familiar with the conditions relating to the employment of labor in the building industry in Manhattan? A. Yes.

Q26. Can you say the same as to Brooklyn? A. Yes.

Q27. I will ask you, based upon your familiarity with these conditions, what, in your opinion, is the percentage of new buildings erected in the Island of Manhattan that are erected under what are known as union conditions, meaning thereby, the employment of union men upon the buildings exclusively? 7826

Mr. Beattie: Objected to as incompetent, irrelevant and immaterial, and no foundation.

By the Court—

Q28. Are you able, when you are in Manhattan, to tell or to know and separate out which buildings are built under union conditions and which are built by non-union labor—do you know that? A. Practically no separation is necessary, your Honor.

Q29. Then you can tell? A. I can. 7727

The Court: Then I think you can answer.

Mr. Beattie: Exception.

The Witness: Practically one hundred per cent. on the Island of Manhattan is erected under union conditions.

By Mr. Merritt—

Q30. Can you state, based upon your familiarity

7828 with the conditions, whether or not it is practicable for a builder to erect a large building on the Island of Manhattan under any other than union conditions; meaning thereby, the employment of union men on the buildings, exclusively.

Mr. Beattie: Same objection and exception.

A. Your question was: If I could answer?

Q31. Yes. A. Yes, I can.

Q32. Is it practicable? A. No, it is most impracticable.

7829 Mr. Beattie: May I ask that be stricken out for the same reason?

Motion denied. Exception taken.

Q33. Will you state your reasons for that answer? (No answer.)

By the Court—

Q34. What you mean to say is, that it is not practicable to build without union labor? A. No, it is not practicable.

Q35. Now, you are asked to state your reasons. A. Because the objection from union labor would 7830 be so great that it would—a man would not be able to go on with such a contract.

Mr. Beattie: I ask that be stricken out as immaterial and incompetent, and an assumption.

Q36. I think you ought to explain that a little more. Do you mean that the different trades would object—that is, the plumbing trade and all

these others? A. The interlocking agreements 7831
that exist between the various trades on a new building are such that you could not get non-union men to do carpenter work, because the plumbing and heating men and all the other thirty odd trades would walk out, and you cannot get non-union men in all those trades sufficient in the city to execute a large contract.

Mr. Beattie: I ask that be stricken out as immaterial, irrelevant, incompetent and no foundation, speculative.

Motion denied. Exception taken.

7932

By Mr. Merritt—

Q37. I will ask you if you can state what proportion of new buildings erected in the Borough of Brooklyn are erected under union conditions, meaning thereby, the employed number of union men upon the buildings, exclusively?

The Court: Now, do you limit that to any year or any date?

Mr Merritt: I should have limited it, both as to the Island of Manhattan and in this question, and I will straighten that out now.

7833

Q38. Will you state whether or not the answers you have given as to the conditions in the Borough of Manhattan in the building trade, applied to the years 1910 and 1911? A. They did.

Q39. Will you state whether the answer you gave as to the practicability of erecting buildings on the Island of Manhattan, by non-union labor, applied to the years 1910 and 1911?

Same objection, same ruling and exception.

7834 A. They did.

Q40. Now, I will ask you if you can state what proportion of the new buildings being erected in the Borough of Brooklyn during the years 1910 and 1911 were erected under union conditions, meaning thereby, the employment of union men exclusively upon the buildings? A. I could not, unless you——

Q41. Could you give me some part of Brooklyn, and give an answer to that question? A. Yes, I could outline a certain portion of Brooklyn that would be practically under the same conditions as Manhattan, with the exception, possibly, of union
7835 trim. Non-union trim is used largely throughout the entire borough. Other conditions, union conditions, prevail exclusively in some portions of the borough.

Mr. Beattie: I asked that that part, as to the use of non-union trim, be stricken out as immaterial, irrelevant and incompetent.

The Court: I take it that that is only introductory. I do not take it as direct testimony.

Q42. Tell me to what section of Brooklyn, in
7836 your opinion, the same conditions applied during the years 1910 and 1911, as you have already testified existed in the Island of Manhattan? A. You take the older sections of Brooklyn, and that portion known as Williamsburg, all this downtown section, say, going south as far as some street on a line with the southerly end of Prospect Park, taking that street from Gowanus Canal to Prospect Pork, everything north of that and then go-

ing along say through the park, and going up 7837
the Eastern Parkway, including everything north of the Eastern Parkway, and continue on out Eastern Parkway pretty well out to the city line, within two or three blocks of—I do not mean city line—yes, city and county line are the same things —to the easterly Queens County line, and follow that county line to the Bay again, and practically eveything within that boundary is put under union conditions.

Q43. Will you state whether or not it is practical, in your opinion, within that restricted territory, for a builder to erect a large building under any other conditions than the employment of union 7838
men exclusively upon the buildings?

Mr. Beattie: Objected to as immaterial, irrelevant and incompetent and no foundation laid.

Objection overruled. Exception taken.

A. It depends on what you call a large building. In Manhattan the thing is tied tight, practically, and it is all union. Now, there is sufficient non-union labor around the Borough of Brooklyn to put up an ordinary building—not a building like this—it would not be practicable to put up a build- 7839
ing like this Court House in that section with anything but union labor, but it would be quite practicable to put up an ordinary house, but no large builder would undertake it, because his other business operations would be tied up if he attempted it.

Q44. That is, no large builder would even attempt to put up a small building? A. That is the idea.

7840 Q45. But a small builder who was not operating extensively might put up an ordinary house? A. Take, for instance, any builder who is operating in a non-union section could readily enough come within the union section and put up a building under non-union conditions, but such a builder is not in the habit of putting up large buildings, and even if he was, he would—it would be impracticable for him to put up a large building in that section.

Q46. As far as a large building goes, as I understand your testimony, it would be impracticable for any builder to put up a large building within
7841 that restricted territory? A. Yes, sir.

Q47a. But as to a small builder, it would not be practicable for a large builder who was putting up large buildings to put up even a small building within that restricted territory? A. That is the answer.

Q47b. But as to a builder doing business primarily in a non-union section, he could come into this restricted territory and put up a small building under non-union conditions? A. Yes.

Q48. And these answers apply to the years 1910 and 1911? A. Yes.

Q49. I take it, you are not familiar with the
7842 conditions in the Bronx, sufficiently to testify? A. No, I am not.

Q50. I will ask you if this testimony which you have given relating to boundaries and so forth, pointing out part of Brooklyn as the restricted territory and part of it as more non-union, I ask you if that boundary was suggested to you by anyone else? A. No.

Cross-examination by Mr. Beattie— 7843

Q51. What buildings have you been on in Manhattan that have been erected during the years 1911 and 1912? A. I erected a parish house for the Church of the Sea & Land, in—I forgot the name of the street—down in the old section of Manhattan.

XQ52. This you erected yourself, did you? A. Yes. That was your question, wasn't it?

XQ53. No. I asked you what buildings you had been on where you personally found out the conditions of union employment in the years 1911 and 1912. A. Oh, I did not have to go on the buildings 7844
to find out that condition.

Mr. Merritt: No, Mr. Beattie, it is 1910 and 1911.

XQ54. Does this evidence you have previously given cover only the years 1910 and 1911? A. That was all I was asked to have it cover.

XQ55. That is what you understood it did cover? A. Yes.

XQ56. Only? A. Those were my answers covering those two years.

XQ57. Now, what buildings were you on in Manhattan, where you obtained knowledge of the 7845
union or non-union conditions, in either Manhattan or Brooklyn, in the years 1910 or 1911? A. I did not obtain my information and knowledge by going on the buildings. It is a matter of common knowledge in the building trade. Anybody who is familiar with——

XQ58. Is that what your answers to Mr. Merritt were based on, what you call "common knowl-

7846 edge"? A. That plus the knowledge gained through our trade agreements and the fact that I have had, perhaps, more to do with those trade agreements than most any other man.

XQ59. Well, where did any direct knowledge of business conditions come to you from any buildings being erected in 1910 or 1911, in the territories you have covered? A. Why, I know that union men were employed on those buildings.

XQ60. On what buildings did you know union men were employed, and how did you know it? A. As I tell you, it is a matter of common knowledge that nothing but union men are employed on
7847 large buildings or small ones over in Manhattan. You can't get non-union men to do the work. We know it, everybody knows it, that is in the building line.

Mr. Beattie: I ask that this answer be stricken out.

The Court: The last part, "that everybody knows it, in the building line," is stricken out.

XQ61. Have you tried to get non-union men to do any of your work? A. No, not for years back.
7848 XQ62. Have you done any business in Brooklyn during those years, 1910 and 1911? A. Yes, sir.

XQ63. Did you try to get any non-union men on those jobs? A. No.

XQ64. Don't you know that there are a number of bosses employing carpenters connected with the Brooklyn Building Trades Association, who work with non-union men exclusively? A. Yes, I have so testified.

XQ65. You have so testified? A. Yes. 7849

XQ66. Ever hear of them having any difficulty getting non-union men? A. Not in the proper location in the city, or under the proper conditions. On such work as they do.

XQ67. Did you know under what conditions of labor the Blind Asylum in Thirty-fifth Street was erected in the years that you speak of—in Manhattan? A. No.

XQ68. Do you know whether that was union or non-union labor? A. No.

XQ69. So your one hundred per cent., is reduced by that one building, so far as your knowledge is concerned? A. My answer was not one 7850 hundred per cent.; it was "practically one hundred per cent.," which would readily enough omit this asylum of yours.

XQ70. Have you got any other buildings that you would like to omit, so that we can figure out the present percentage? A. No.

XQ71. You don't know of any other buildings? A. No.

XQ72. Do you know anything about any other buildings, so you can definitely say that that particular building was put up by union labor, in 1910 and 1911, in Manhattan? A. Oh, yes. 7851

XQ73. Give us one building that you can positively state, of your own knowledge, that it was built by union labor throughout? A. Why, the Singer building, as far as it was built in those years; and also the Woolworth building, that is now going ahead, the portion that was done in 1912 was all done with union labor.

XQ74. Did you have anything to do with them? A. No, anything more than being familiar with some of the contractors.

7952 XQ75. How? A. No, I had nothing to do with it.

XQ76. How about any other building? A. I have not got a list of the buildings. If you will furnish me with a list of the buildings put up during those years, I could answer you.

XQ77. Did you not have any lists of buildings in your mind, when you were saying practically one hundred per cent.? A. No.

XQ78. Is this a matter of general knowledge or rumor, as to that per cent.? A. No rumor about it at all. Matter of general knowledge that all
7853 building in Manhattan, practically all, is done under union conditions.

XQ79. Who has got that general knowledge, where did you get it—just from your experience in this Trade Board as Chairman of this Trade Board—is that it—or fro myour own building experience? A. From my own building evperience.

XQ80. You only built one building, did I understand you to say, in the years 1910 and 1911? A. That is all the building I did in Manhattan, yes.

XQ81. Did you let that out in sub-contracts? A. No.

XQ82. A parish house, did you say? A. Yes.

7854 XQ83. Whereabouts is that? A. Henry and some other street down at—built alongside of the old Sea & Land Church, Henry Street and some other—I forgot the name.

XQ84. That is the only building you built during those two years? A. You asked in Manhattan?

XQ85. In Manhattan, yes. A. Yes, that is the only building I built.

XQ86. Did you build that yourself, without sub-

contractors? A. I sub-contracted the heating and 7855
electric work and plumbing, I think.

XQ87. You didn't sub-let any of the carpenter work? A. No.

XQ88. Did you hire the carpenters yourself? A. Yes.

XQ89. How many did you hire? A. Enough to do the job.

XQ89a. How many did you hire? A. I could not tell you without my time book.

XQ90. Well, was it ten, twenty or thirty—approximately, is all we want? A. Approximately thirty at some times—not all the time.

XQ91. Where did you get those carpenters? A. 7856
Just they applied for work, and put them on.

XQ92. Did you examine the cards of them? A. No.

XQ93. How do you know they were union carpenters? A. I know that if they were not union carpenters they would not have been permitted on the job by the job foreman or the job steward.

XQ94. That is the reason you say they were union carpenters? Well, now, have you direct knowledge about any other buildings in Manhattan, during those two years, except this one you built yourself? Any direct knowledge whatsoever 7857
outside of this common knowledge which you speak of? A. If you will furnish me with a list of buildings—I have a knowledge of many buildings, but I can't call a list of buildings to mind, two years old.

XQ95. I would like very much if you would give us the buildings you had in mind when you were fixing these per cents. yourself. You were definitely asked about buildings in 1910 and 1911—

7858 the per cents.? A. I might more readily answer your question if you will permit me, by telling you the difficulty that was experienced in attempting to erect a building with non-union labor, or finish it with non-union labor, where I did have positive knowledge.

XQ96. Are you talking about the year 1910 or 1911? A. 1910 and 1911, yes. That is the Alwyn Court Building. And I was on there personally myself, and through it many, many times.

XQ97. I thought you were not engaged in any other building in Manhattan, during those two years, except this Parish House? A. I did not say that I was doing the building; I said I was on it many, many times, and have personal knowledge about it.

7859

XQ98. But the building was being constructed by somebody else, wasn't it? A. You were wanting personal knowledge. I am giving you personal knowledge.

XQ99. Was the building being constructed by somebody else? A. I have already told you so.

XQ100. Did you examine the cards of any of the workmen there, the carpenters on that building? A. We did our best to get non-union carpenters on the building, and they had all sorts of trouble doing it.

7860

XQ101. You say "we." Were you a contractor in any regard on the building, or why were you interested in the matter? A. I was a committee appointed—one of a committee appointed by the Master Carpenters' Association to try and help out one of our members who got into trouble on the building from trying to—who got into trouble with the Joint District Council and then tried

to finish the building with non-union carpenters, 7861
and I was one of a committee who visited that building many times and tried to straighten the matter out and tried to run it under non-union conditions, as far as the carpenters were concerned.

XQ102. Well, of course, there were not any union carpenters on that building, or there would have been no difficulty, was there? A. Well, but you wanted to know why I knew it was impossible to erect buildings with non-union men. I have answered you that.

XQ103. I wanted to know as to buildings you 7862
have knowledge about, except this general knowledge that you speak of. Is there any other building that you had direct personal acquaintance with, except these two you speak of, the parish house and the Alwyn Court—is that 45 Broadway? A. No, that is just south of the park on Eighth Avenue or Seventh Avenue. In there somewhere.

XQ104. Is there any other building? A. No other building that I——

XQ105. Had any personal knowedge of during those years? A. No.

XQ106. In Manhattan? Have you had any personal knowledge of any building in Brooklyn? A. 7863
Yes.

XQ107. How many in those years did you have personal knowledge of over there? A. Oh, I don't know—one hundred, maybe.

XQ108. One hundred buildings in Brooklyn? A. About, yes.

XQ109a. Your business is mainly in Brooklyn, then, is it? A Largely in Brooklyn, yes.

XQ109. Did you erect the one hundred build-

7864 ings in those two years? A. I dare say I did, I think I did.

XQ110. Did you advertise for union men on those buildings? A. No.

XQ111. Have you had any means of ascertaining the number of non-union carpenters in Brooklyn? A. No.

XQ112. You would not be surprised if you heard there were four or five thousand of them, would you? A. No, I am pretty well satisfied there is that many.

XQ113. Well, they are so-called union carpenters that have nothing to do with us, are there
7865 not? A. I would like to amend that answer by saying "surrounding Brooklyn, running out into Queens and in the southerly part of Brooklyn, I have no doubt there are four or five thousand."

XQ114. Well, they work all over Brooklyn? A. Yes. Well, the——

XQ115. Are there any associations, so-called union associations of carpenters that work throughout Brooklyn that are not connected—that are not members of the Joint District Council? A. Not that I am aware of.

XQ116. Are you not aware of an association
7866 that is known as Union No. 1? A. No, I am not familiar with their inside workings.

XQ117. But you know there is such an association, of several hundred members? A. No, I do not.

XQ118. Have not you heard of that association? A. No.

XQ119. Never tried to get help from them? A. No.

XQ120. Have you heard of an association known

as the Alteration Carpenters, claiming also affiliation with what is known as the Hebrew Trade? A. No. 7867

XQ121. Never heard of that? A. No.

XQ122. Did not know there were three thousand of them in Brooklyn? A. No.

XQ123. Have you used any means to obtain non-union carpenters on these one hundred buildings you speak og, in Brooklyn? A. No.

XQ124. Now, as chairman of this Trade Board, you really officiated at the hearings of grievances, didn't you? Is that your main business—when there are hearings or disputes between Master Carpenters and the Union carpenters, isn't it part of your function to preside at taking evidence in those cases? A. Yes. 7868

XQ124a. And that is in order to bring about an adjustment? A. Yes.

XQ125. And this arbitration agreement which went out of existence in January, 1910, if I remember right, is really in part embodied in and referred to in your trade agreement with the carpeters, is't it, as still controlling—— A. It is referred to in the agreement, yes.

XQ126. And it is considered as controlling to a considerable extent in the arbitration of differences between the Masters and the journey-men isn't it? A. Not between the Master Carpenters and their journey-men, but in general way in the other trades the rulings that were made by the Joint Arbitration Board are attempted to be lived up to. They are the rulings in the similar cases to-day. 7869

XQ127. Your trade agreement with the carpenters so provides, doesn't it? A. It is mentioned

7870 —the general arbitration plan is mentioned in that agreement, but it has no bearing, and it has never been referred to in the board for years.

XQ128. Well, but you are going on and arbitrating in much the same way as you did under the arbitration agreement, aren't you? A. Yes, as far as our particular troubles are concerned.

XQ129. And these troubles arise from complaints of the Master Carpenters as well as complaints of the members of the Joint District Council, don't they? A. Yes.

XQ130. Each of you claiming a grievance against the other, will file a complaint; and then the Board
7871 that you are chairman of, will hear evidence on the complaint and decide the grievance? A. That is correct.

XQ131. And under the terms of this trade agreement, you are both in honor bound to abide by such decision as you gentlemen render, is not that right? A. That is right.

XQ132. And this means of adjusting differences has had a pacific effect on the industry in Manhattan, hasn't it? A. Certainly so, yes.

XQ133. You have only been chairman about three years haven't you, of the Trade Board. A. Five, I think, or six.
7872

XQ134. Before you became chairman and before the agreement that you speak about, in which the carpenters asked, as you said, or, as counsel said, insisted on the provision about trim being in them, there were other agreements between the Master Carpenters and the Joint District Council, which also had this trim provision in them, were there not? A. Yes, the agreement, I believe dated back from the time of the forming of the arbitration plan in 1903.

XQ135. The agreement made since your incumbency of the office contained practically the same provision as the agreements from 1903, as to trim, did they not? A. I don't remember that; I would have to look up the agreement. 7873

XQ136. Do you know of any new provision as to trim made in any agreement that was made during the last six years? A. I do not recollect positively the agreement as to trim—the first agreement as to trim that I worked under six years ago, but every agreement that has been made since that, I helped make, and the trim clause was then adjusted.

XQ137. It was really repeated in these subsequent agreements, wasn't it, right through? A. For the last five years it has been, I think, repeated exactly as it was six years ago. 7874

XQ138. Well, there was no agreement in that record six years ago, was there? A. I have told you I don't remember.

XQ139. You were on the committee arranging this trade agreement, you say, and don't you know whether you took the old agreement, the trade agreement? A. My dear sir, I answer I don't remember; and that is all there is to it, as far as I am concerned.

XQ140. That might be so, so far as you recall, then, that the provision was the same? A. It might be, yes. I don't remember. 7775

XQ141. Were you buying union trim prior to these six years, yourself, in your operations? A. No, not buying it to-day, in Brooklyn.

XQ142. You are not buying it today? A. Not in Brooklyn.

XQ153. Are you buying any Bossert material in Brooklyn? A. No.

7876 The Court: Is there not a misunderstanding between you and the witness, Mr. Beattie, as to whether you mean non-union trim?

Mr. Beattie: He may have misapprehended me, but I understood that he is not buying union trim now.

XQ144. Did you not mean to say that?

By the Court—

XQ145. You have heard the question, and is there any correction you want to make in it? A.
7877 Well, I did not catch the sense of the first part of the question, and my answer is this: I am buying non-union trim in Brooklyn today, and have been ever since I started in the business.

By Mr. Beattie—

XQ146. Well, do you consider that that is according to your agreement with the carpenters? A. I do.

XQ147. Are you buying sash, are you buying non-union sash of more than one and three-eighths thickness, and exterior blinds, non-union, in your Brooklyn business?

7878 XQ148. That is, everything you buy, regardless of size in the sash line or the blind line, is non-union for your Brooklyn work, is that it? A. No, that is too broad. I may buy everything I wish, but I do not buy everything non-union.

XQ149. Well, you do buy some? A. Yes.

XQ149a. Some of your sash, regardless of thickness, non-union? A. Yes.

XQ150. And exterior blinds? A. Yes.

XQ151. Union or non-union, in Brooklyn? A. Yes. 7879

Mr. Maloney: I make the same motion as to this, as I did before, to strike it out as immaterial, irrelevant and incompetent—this question of expert testimony—and also as not being sufficiently based upon the knowledge of the witness. And in that connection, I would like to call your Honor's attention to the fact that if the testimony is competent or could be deemed by your Honor to be sufficient evidence of the facts attempted to be proved, that the conditions were union throughout the city, are we to understand from that that one of the purposes of this decree, if in favor of the plaintiff, would be to prevent those conditions and restore non-union conditions? That is to say, that we would be obliged to go back to non-union conditions, if the plaintiff succeeds. I cannot understand any other theory upon which that evidence is being offered. 7980

The Court: I do not know what the plaintiff seeks about that, but I suppose it is in the line of his opening, to show the extent of the union operations in these two boroughs. 7881

Mr. Maloney: The difficulty that confronted us would be that if that evidence was offered, and we did not know what purpose it was offered for, it would be difficult for us to know just how to meet that. We might blindly go along without evidence that it did not prevail, and we would not know what they were doing it for, because, as I understand it, that evi-

7882 dence could only be material as showing that union conditions prevailed throughout the city, and that one of the purposes of this suit would be to prevent that—that is, we had brought about this condition, and non-union conditions were going to be restored and we would have to work under non-union conditions, the present conditions being a violation of inter-state trade or intra-state trade or the monopoly acts or some other acts I think we ought to know some specific purpose for which that is offered.

7883 The Court: Well, I do not know. We have the counsel's opening, which was very full on that, and he refers to that. I think he stated in his opening that in Manhattan the union conditions prevailed after that trouble that ended in 1907, and in Brooklyn the conditions, of course were not as exclusive as they were in Manhattan.

Mr. Maloney: But this testimony goes even further than that, it goes to the extent of saying that it would not be practicable to put up any buildings except under union conditions, and that even if non-union carpenters were put upon any particular job, no person be-

7884 longing to any other union would work on that job. It is hard for us to tell exactly what the purpose of that is, because they have got an allegation in here which alleges that we have brought about these conditions; they say we have brought about the conditions, conspired to bring about these conditions, to destroy the occupation of carpentry. That is the way they put it in their complaint.

Mr. Merritt: I call your Honor's attention 7885
to Subdivision G, on page 8.

Mr. Maloney: My understanding of this complaint, as far as we got any information by the allegations of fact, was that we had conspired to destroy the business of the plaintiff, Bossert, and now the plaintiff is offering testimony to show that union conditions are the prevailing conditions throughout the whole city, with one or two exceptions, perhaps, in the outlying districts, and then he says that by reason of the interlocking of these different unions, even if non-union carpenters were employed, still the building could 7886
not go up, it would not be practicable to put the building up. I infer from that that one of the purposes of the plaintiff must be, although he has not stated that purpose, to obtain a decree from the court which would destroy that conspiracy, and that we have produced it, and we would have to give evidence as to that.

The Court: I do not think he asks any such prayer as that.

Mr. Maloney: That is what he charges us with doing in this tenth paragraph.

The Court: No, I think that what is meant 7887
to be said is that the union organization is so complete that if they refuse to work with a certain trim, it practically stops the manufacture of that trim in this locality, and that is all.

Mr. Maloney: I think we ought to know, at least, we ought to have some suggestion from the other side as to what the object and purpose of that testimony is.

Rufus H. Brown, for Complainants—Cross.

7888 The Court: I presume they are prepared to answer that inquiry.

Mr. Merritt: We are. All this evidence which was put in through Mr. Brown and Mr. Greenman, and others was in support of our contention in our opening that this combination to which we were objecting was a combination under the monopoly or an Anti-Trust act of the state; that the carpenters went further than merely refusing to handle our material, but that by this interlocking of the Carpenters Union with the other trades working on buildings, they had arrangements,
7889 as alleged in sub-division G, at paragraph 11 of our complaint, that if any non-union carpenters were employed to install the materials which the union carpenters refused to install, then they instigate strikes of all other trades working on buildings where the non-union carpenters are employed. That is specifically alleged. The principal argument of my opponent has been in various cases, including the argument on appeal in the Newton case, that they did not attempt to interfere with us in any way, that all they said was, "Do not employ union carpenters, if you are going to
7890 use this material; and then you can go ahead, there are plenty of non-union carpenters, to employ, and you will have no difficulty erecting your buildings." Those are the arguments which they have proceeded to express to Courts in these various cases. We are now meeting their own argument by showing that it is not practicable for a man to employ non-union carpenters and go ahead with his build-

ing, but that if they, acting under the laws of 7891
New York providing that they may insist upon the employment of their members exclusively for given employers, insist upon the employment of union men exclusively and then refuse to handle our materials because they are union men, they confront us with a very serious combination.

Now, we allege in paragraphs D and d E, of the complaint, that they threaten our customers with strikes of carpenters, and so forth. And this very evidence which we are giving shows the measure of that threat. Does it mean that ten carpenters are going to quit 7892
work on a building, and that is the end of the consequences? Not at all. These threats carry with them a far greater injury, or threat of far greater injury to the particular employer, because they threaten him with the absolute impracticability of going on with his business as long as they refuse to handle the non-union stuff.

Mr. Beattie: I think they ought to confine themselves to what they have done to Bossert, if your Honor please.

Mr. Maloney: Does your Honor rule on the 7893
motion I made?

The Court: Yes, I deny the motion.

Mr. Maloney: Exception.

PAINE vs. NEAL.

7894

Hearing Wednesday, April 16, 1913, 2 P. M.

Present:

MR. BEATTIE,
MR. MAYER,
MR. MERRITT.

Defendants admit that in the publication the "Carpenter" appears the name of John McLaughlin as Business Agent for New Rochelle from June, 1910 to date.

It is further admitted that the name of F. Bunke appears in the publication the "Carpenter"
7895 from July, 1912, to date, as business agent at Oshkosh.

Defendants admit that in the "Carpenter" of July, 1912, at pages 34 and 35, is printed what purports to be a resolution of a mass meeting in Brooklyn, as follows, but defendants' counsel object to the same as incompetent, irrelevant and immaterial, but do not insist upon the production of the original "Carpenter."

"Whereas, We the carpenters of Brooklyn, builders of the monuments of this vicinity, meet in peaceful assemblage, under our rights
7896 guaranteed in the constitution of the United States of America, to protest against the granting of injunctions, and the influence of the criminal rich, and we demand justice for the wage workers who are enslaved by the granting of unjust judicial decisions, and

Whereas, Employers have banded together in their various associations, to-wit: "Eastern States Retail Lumber Dealers' Associa-

tion," "Eastern Door, Sash and Blind Manu- 7897
facturers' Association" and "Veneered Door Association," who also subscribe to and affiliate themselves with the Association known as the "American Anti-Boycott Association," whose originators' direct purpose is to fleece unsophisticated employers under the guise of the cry "Resist the boycott," and the object of the American Anti-Boycott Association is to influence the courts to issue injunctions against the workers depriving them of their constitutional rights and thus, by writ of injunction establish slavery, as now exists in 7898
some of the shops of employers where women and children of tender age are employed under conditions worse than slavery, and,

Whereas, The Court of Kings County granted an injunction to Louis Bossert & Sons, a member of the American Anti-Boycott Association, Walter Gordon Merritt, attorney of record, on or about October 20, 1911, in violation of penal law 280 of the State of New York, what claim can be made in such violation but influence. It was known that this American Anti-Boycott Association was a voluntary association and was not entitled 7899
to practice law for its members and is in violation of the laws of the State of New York. A judge is elected by the people and it is his sworn duty to administer the laws as they exist and no judge has a right to violate the law as he is amenable to the law. We therefore demand the impeachment of all judges who violate the law and abridge the rights of American citizens, and

7900 Whereas, We are enjoined as a property right into slavery by the courts for the benefit of a few lumber kings who have tried for years to control the trade in a combination, in violation of the Sherman anti-trust law. They have and are now using a boycott against all who are ont purchasing from them, and not a word or action by the so-called "American Anti-Boycott Association," for if they did take any action it could be seen that they would soon lose their meal ticket.

7901 We, the carpenters, protest against being known as a property, for we are not slaves who can be bought in open market by any action of a court. We know our rights. That we will not and cannot be compelled against our will to work or sell our labor: our labor is not a property. We will sell our labor to whom we please, and when we please, either individually or collectively, and we can, as carpenters, quit work for a reason or for no reason and when a court enjoins us from exercising our constitutional rights it does so illegally, and when an injunction is made permanent another lemon is added to the long

7902 list of abuses of the wage workers by the judicial czars of our country: therefore, be it

Resolved, That we, as carpenters, will not sell our labor, or erect material manufactured by members of an unlawful organization known as the American Anti-Boycott Association, for less than $5 an hour and no time considered less than a week's work upon any job or shop; and, be it further

Resolved, That until such time as the law

is administered alike to all the people and for 7903
the people, regardless of his or her influence or the power of the subsidized press, that we will stand upon our God-given rights under the constitution and adopt this resolution, and further request organized labor of Greater New York to further action upon the above mentioned abuses, 'The injustice to one is the concern of all' by calling a protest meeting and let the world know your feeling upon the same. And the further announcement that the following firms and corporations are members of the American Anti-Boycott Association: 7904

Irving & Casson, Massachusetts; Albro J. Newton, New York; Paine Lumber Co., Ltd., New York; Gould Mfg. Co., New York; the R. McMillen Co., New York; Morgan Co., New York; Lothman Cypress Co., Missouri; Curtiss & Yale Co., Iowa; W. D. Crooks & Son, Pennsylvania; Bristol Door and Lumber Co., State of Virginia; Louis Bossert & Son, New York; Parshelsky Brothers, New York; Tisdale Lumber Co., New York."

Reserving the objections that this publication 7905
occurred after the issues joined in the action, and that the same is incompetent, irrelevant and immaterial, It is admitted that in the proceedings of the 17th Bi-ennial Convention of the Brotherhood of Carpenters and Joiners of America, held at Washington, D. C. in 1912, occurs the following printed matter purporting to be from the report of President Huber:

Wallace Anderson, Recalled.

7906 "The work attending the organizing of the mills has been aggressively carried forward by practically our entire organizing force at times, and conservatively speaking, one-half of the force has been employed continuously on this most important work * * * In San Francisco, Chicago, St. Louis, Cleveland, Buffalo, New York City, Syracuse, Rochester, Boston, in fact, we would have to go over practically our entire jurisdiction to name all the cities and towns where we have been successful along these endeavors, and before another year rolls around, with the
7907 impetus and progress obtained thus far, we should have every important mill in the country under the banner and protection of the U. B. At this writing, we have over 1,100 mills, cabinet shops and job shops under our jurisdiction, and the membership is to be congratulated for this most excellent showing because it is by their consistent, insistent and persistent efforts put forth by them, and aided and abetted by the General Officers, which has made this gain a positive and material fact."

7908 Mr. Merritt: I offer in evidence the testimony of Lewis Harding—(appearing on pages 2230 to 2318)—and testimony of Rufus H. Brown—(appearing at pages 2319 to 2351 respectively)—in the case of Louis Bossert & Son against Frederick Dluy, *et als.*, and this offer is made pursuant to stipulation already on the record.

Mr. Beattie: Objected to on the objections

previously recorded, not rebuttal, incompetent, irrelevant and immaterial. 7909

Mr. Mayer: We object to the testimony of Harding and Brown on the ground that the same is incompetent, irrelevant and immaterial, and not rebuttal.

WALLACE ANDERSON recalled:

Direct examination by Mr. Merritt—

Q1. Mr. Anderson, you have been sworn in this case? A. Yes.

Q2. And you understand you are under oath? 7910
A. I do.

Mr. Merritt: I will ask the stenographer to mark this book for identification, which bears title on the face of it "Joint District Council's Strike Book."

Marked for Identification "Exhibit 45."

Q3. Looking at this Exhibit 45 for Identification which purports to be the Strike Book of the Joint District Council, I will ask you to examine pages 132 to 140 inclusive.

Mr. Beattie: I object to the statement of 7911
what purports to be the minutes of the Joint District Council.

Mr. Merritt: And I will ask you whether or not your name is affixed to the minutes appearing on those respective pages?

A. Yes, that is my name.

Q4. Those pages are all written in longhand, are they not? A. They are.

Wallace Anderson, Recalled.

7912 Q5. Will you state whether or not, in your opinion, that is your handwriting on those pages? A. It is.

Q6. That is your handwriting? A. It is.

Q7. Are these the minutes that were kept by you when you were Secretary of the Strike Committee of the Joint District Council? A. Part of them, I guess.

Q8. I believe you have already testified, have you not, that you received this book from the Council, or some officer of it? A. I did not.

Q9. Whom did you receive the book from? A. I have no recollection of that book, I never spoke
7913 about that book before.

Q10. You never testified about this book before? A. No.

Q11. Did you not testify that you did keep minutes in a book which you received from the Joint District Council? A. I did.

Q12. Was that a different book? A. It was.

Q13. And you kept more than one set of minutes at the time you were Secretary of the Joint District Council? A. No, I did not keep more than one set of minutes.

Q14. Did you not keep a book such as you referred to in your former examination? A. I had
7914 a book, yes.

Q15. Did that contain minutes? A. Well, it contained business of the Committee, such as I put into it.

Q16. And you also kept this book which I have just shown you, marked "Comp. Exhibit 45 for Identification"? A. That is my signature there.

Q17. So you kept two sets of books with minutes or records of the transactions of the Com-

mittee? A. That must have been previous to the 7915
one that I spoke of.

Q18. How long were you Secretary of the Strike Committee of the Joint District Council?

Mr. Mayer: I object to all this testimony, as not being rebuttal, and incompetent, irrelevant and immaterial.

Mr. Beattie: I join in the objection.

A. Part of the year 1910.

Q19. How long a period, do you remember? A. Not exactly.

Q20. The book to which you referred in your 7916
former examination was a book which followed this book in matter of date, was it? A. Why, yes.

Q21. They were not two books covering the same period of time? A. I don't remember; I don't remember that book now at all.

Q22. But as I understand it, the book to which you referred in your former testimony, which you secured from the Council, in which you began to keep your minutes, was a book which you kept at dates following the dates in this book, Comp. Ex. 45 for Identification? A. Following the dates in that. That is, to the best of my recollection. I forgot that book was ever in existence. 7917

Q23. Under date of July 8, 1910, in this book, I note the item "R. McClelland, Tracer, unfair trim, one week, $12." Do you remember that now that your memory is refreshed? A. No, I don't remember that.

Q24. It is in your handwriting, is it not? A. It looks like it.

Q25. Under date of July 15 I note the item: "Report of R. McClelland, tracer, referred to

7918 business agent Crimmins." Do you remember that?

Mr. Beattie: I object on the ground that it is not rebuttal, and incompetent, irrelevant and immaterial.

A. I don't remember that.

Q26. Is that in your handwriting? A. Yes.

Q27. And right below that I notice the item "R. McClelland, $12." Is that in your handwritign? A. Yes. —there is a lot of stuff here that is not in my handwriting at all, I can see that.

7919 You want me to admit what is under my signature; a lot of stuff isn't my handwriting. I will admit my signature, that's all I will admit in that book.

Q28. Now we will go back over these items you have already testified about, and take the minutes of July 8, 1910, the item "R. McClelland, tracer, unfair trim, one week $12." I will ask you if you want to retract your admission that that is in your handwriting? A. Yes.

Q29. Do you now swear that that is not in your handwriting? A. I swear that all the writing on this page is not in my handwriting, that is what I

7920 swear.

Q30. Take the item, which was the only thing to which I referred, "R. McClelland, tracer, one week $12." I ask you whether or not that is in your handwriting? A. That is my handwriting.

Q31. Take the item under date of July 15, 1910; I refer you again to the item "Report of R. McClelland, tracer, referred to business agent Crimmins." I will ask you whether that item is in your handwriting? A. Yes.

Wallace Anderson, Recalled.

Q32. Take the item at the bottom of the same page, "R. McClelland, one week, $12." I will ask you whether that is in your handwriting? A. Yes. 7921

Q33. Taking the item under June 24th, Mr. Anderson, which is as follows: "Report of R. McClelland received and referred to business agent Cirmmins." I will ask you whether that is in your handwriting?

Mr. Beattie: Same objection.

A. Yes.

Q34. And referring to the minutes of July 1, 1910, I will ask you whether the item "Report of R. McClelland received and referred to business agent Crimmins is in your handwriting? A. Yes. 7922

Q35. Then in the minutes of July 1, 1910, I find this item "Job at 65 Street East Gubelt carpenter Thompson furnishing trim. Trim for both jobs supposed to be coming from McMillen or Spaulding through an agent by name of Miner. Thompson refuses to tell where trim comes from. Business Agent Storey instructed to make charges against Thompson in Trade Board." Is that in your handwriting?

Mr. Beattie: Same objection.

7923

A. Yes.

Mr. Merritt: I will offer this book in evidence.

Book marked in evidence Exhibit No. 45.

Mr. Beattie: I object to that as incompetent, irrelevant and immaterial, not rebuttal and not proven as minutes.

Mr. Mayer: I object on the same ground.

Mr. Beattie: I ask that all the testimony of

7924 Mr. Anderson at this hearing be stricken out as incompetent, irrelevant, immaterial, and not rebuttal.

Mr. Mayer: I move also that the testimony of this witness given at this hearing be stricken out as incompetent, irrelevant and immaterial, and not rebuttal.

Hearing adjourned to Monday, April 21, 1913, at 2 P. M.

PAINE vs. NEAL.

7925

Hearing Monday, April 21, 1913, 2 P. M.

Present:

MR. BEATTIE,
MR. MALONEY,
MR. MAYER,
MR. MERRITT.

GEORGE HELLEN, a witness called on behalf of complainants, being duly sworn, testified as follows:

7926 *Direct examination by Mr. Merritt—*

Q1. You were at one time Secretary of the Strike Committee of the Joint District Council of the Carpenters, were you not? A. I was.

Q2. At that time you kept some records of the meetings over which you acted as Secretary, did you not? A. I did, yes.

Q3. I will ask you to examine pages 101/116 of Comp. Ex. 45, and ask you whether those are the minutes kept by you and whether they are in your

handwriting? A. That is my writing, from 101 to 116. 7927

Q4. And those are the minutes you kept when you were Secretary of the Joint District Council? A. Yes.

Q5. From whom did you receive that book? A. After the election every six months we take it out of the office.

Q6. That is, you found this book in the office of the Joint District Council? A. Yes. I never took it off anybody, only took it up when I was elected Secretary of that Committee.

Q7. You took it up as the minute book of the Strike Committee of the Joint District Council? 7928 A. Yes.

Q8. And you began recording your minutes in it on the pages where the preceding minutes left off? A. Yes.

Q9. You found the first ninety-nine pages filled with minutes when you received it? A. Yes.

Cross-examination by Mr. Beattie—

XQ10. These entries that you have just testified to, from pages 100 to 116, do they cover everything that was done at these meetings of the Strike Committee? A. As far as I got to enter 7929 them, that's all.

XQ11. Were there a number of things done that you did not enter at all? A. Well, minor things; there might have been a lot of things; as a rule, when I was Secretary, we just made entries of what was actually needed.

XQ12. Were things left out from these entries that might modify what some of these entries

7930 contained? A. No, the entries in the books were all modified.

XQ13. Were there matters happened at these meetings that might modify some of these entries of the meeting? A. I don't know that it would modify anything that is there.

XQ14. For instance, here is a meeting of December 30, 1909. It says "J. D. C. Strike Committee having been requested to meet Municipal Builders Association to renew the agreement on Thursday, December 30th, 1909." What does that mean? A. The Committee met the Municipal Builders on that following Thursday.

7931 XQ15. It does not say it? A. No, not there. That is the week after that.

XQ16. Well, that is all that happened at that meeting? A. Yes.

XQ17. How long did that meeting last, about? A. About three hours.

XQ18. And you were doing business during all of those three hours? A. No, that was only our Municipal grievances.

XQ19. Was your Strike Committee doing business during the three hours it met? A. Yes, on that one proposition, the Municipal League.

XQ20. Did it have other matters up before it?
7932 A. No, not on that particular night.

XQ21. All that you have written to cover the three hours of that meeting are these words: "J. D. C. Strike Committee having been requested to meet the Municipal Builders Association to renew the agreement on Thursday, December 30th, 1909, George Hellen, Secretary." That is all the minutes you have got, isn't it? A. Yes.

XQ22. What does that minute mean? A. It

means that we have a meeting with the Municipal League on that Thursday, that is all it means. 7933

XQ23. Take the meeting before that, December 29, is this the only minute that you made of that meeting of the Joint District Council Strike Committee: "Met Kalamein Association at the Employers Association at 30 West 33rd Street to sign the agreement. Present Walsh, Donnelly, Mitchell, Hellen, Secretary." A. That is the only business.

XQ24. How long was that meeting? A. That particular night, you mean?

XQ25. Yes. A. Well, about four hours, five hours; no, that lasted about seven hours, that was the kalamein meeting. 7934

XQ26. And something was being done all these seven hours? A. We did not come to an agreement, that was all.

XQ27. But there was something going on? A. Oh, yes, very busy.

XQ28. Let us take the meeting before that, December 28, 1909. Is this the only minute you made of that meeting: "Met J. D. C. Strike Committee and the Kalamein Trade Board and Brother Featherstone to take up the old agreement of the Kalamein Association. George Hellen." That is all the minutes you made of that meeting? A. Yes. 7935

XQ29. How long was that meeting? A. That was about two weeks old. Only about three or four hours on that particular night.

XQ30. Are those fair samples of these alleged minutes that you kept in proportion to the amount of space you gave and the length of the meetings? Are those fair samples? A. Fair as far as I was concerned as secretary.

7936 XQ31. That is what I mean. What became of this book when you got through with it? A. I left it where I got it, and that is all I saw of it. I left it in the office for my successor to take it, that's all I know about it.

XQ32. Do you know who got hold of it after you? A. No.

XQ33. Do you know this is supposed to have been stolen? You know that, don't you? A. I have heard so, yes.

Mr. Merritt: I object to the counsel's statement and characterization concerning the
7937 book; it does not appear in the record that there is evidence of any such fact or any evidence from which such an inference could be drawn.

XQ34. You attended the trial of the case before Judge Putnam? A. I did, yes.

XQ35. And you were there when Mr. Merritt testified? A. No, I was not there that day.

XQ36. Did you hear Mr. Merritt testify that he paid something to get this book? A. No, I was not there that day.

Mr. Merritt: I object to that.

7938 XQ37. Were you there when he testified to that? A. That he paid for it?

XQ38. Yes. A. No.

XQ39. Were you there when Mr. Merritt was on the stand? A. No.

XQ40. You know Mr. Merritt is the attorney for the plaintiffs in this case? That is the man I refer to. A. Yes. That is the man I got the summons from.

XQ41. Do you remember any of these names coming up before the Strike Committee during the period that you were Secretary: The Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Company, Curtis & Yale Company, W. D. Crooks & Sons, Bristol Door & Lumber Company, or the Paine Lumber Company? A. No, not in the Joint Strike Committee. 7939

XQ42. Those names never came up in connection with any business that your committee had in charge during that period? A. No.

XQ43. Was the action of the Strike Committee on the matters before the Committee final, or did it have to report to some other body? A. All the business of the Strike Committee has got to be referred to the central body. 7940

XQ44. And the Central Body was the Joint District Council? A. Yes.

XQ45. And then the action that the Strike Committee took was subject to the approval of the Joint District Council? A. Yes, that is right. Only in between meetings, that is all, in between meetings, of course, they were the leading spirit of the Joint District Council, as far as delegates and offices of the Joint District Council was concerned. 7941

Testimony of Witness Closed.

Mr. Merritt: I offer questions 1 to 40 of the testimony of Henry W. Blumenberg in the Irving & Casson case, and I assume that counsel will waive proof that the witness Henry W. Blumenberg did so testify, but reserve to themselves all other objections.

Deposition of Henry W. Blumenberg.

7942 Mr. Mayer: I object to the introduction of this testimony as incompetent, irrelevant, and immaterial, not rebuttal; but I do not object on the ground that it is not a true copy of the testimony given at that time.

Mr. Beattie: We join in that objection.

"*Direct examination by Mr. Beattie—*

Q1. Mr. Blumenberg, you were business agent of the Brotherhood of Carpenters in 1908, were you not? A. I was, yes.

Q2. Do you remember the Gainsborough Studio
7943 job, at 222 West 59th Street? A. Yes.

Q3. Now just tell us what happened up there? A. What happened in regard to what, the whole job, in its entirety?

Q4. Well, with regard to the men quitting work. A. I don't think they ever quit work on that job.

Q5. Weren't you the business agent that had charge of that job? Was that in your District? A. Yes.

Q6. Did you not go up there about September, 1908, on the job? A. I think I did, yes.

Q7. And you found Irving & Casson's material there? A. Yes.

7944 Q8. And what did you say to the carpenters working on it? A. Working on the building, you mean, or on the material?

Q9. On the Irving & Casson material. A. I just informed them where the material came form.

Q10. Did you say anything to them about it being union or non-union? A. Told them it was non-union.

Q11. Were there other carpenters working for

other bosses on that building? A. There were,—a general contractor. 7945

Q12. What was his name, do you remember? A. I don't remember whether it was Wells or Wills, one of the two, I am not sure; I am not positive, it is so long ago.

Q13. Do you recall meeting a Mr. August Franzen on that job? A. Yes, I remember meeting the gentleman; he was not one of the contractors, he was one of the committee there for the studios, one of the owners.

Q14. Did you say to him in substance that "You will have to remove the mantels or I will blow a whistle or call the men off the job?" A. No, I don't remember saying that. I told him that the union men won't handle it, I don't remember telling him that I would blow a whistle, I never had a whistle. 7946

Q15. Did you ever hear of any carpenters' delegates blowing a whistle in connection with the men quitting work? A. Positively no.

Q16. And you never used one? A. Never used one, never carried one, never had one.

Q17. Did you tell him the mantels would have to be taken out of the building? A. No, I not tell him the mantels would have to be taken out of the building, I told him that union men would not set them. They told me that, the men who were working on them, when they found out that they were non-union mantels. 7947

Q18. What did they do when you told them they were non-union? A. The first thing I knew they came down and told me that they had arrived there and that they would not work on them, they came down to our headquarters and told me and I went up with them.

7948 Q19. Did the other carpenters continue to work on the job, that were employed by Wills Brothers? A. Oh, yes.

Q20. There was no strike among those carpenters? A. No, sir.

Q21. Were they working on union work, union trim? A. They were, yes, sir.

Q21. Did you meet a Mr. Henry Belden on that job? A. I believe I did; the superintendent for Wells Brothers.

Q22. Did you say to him that he would have to get the Irving & Casson mantels out of the building or else you would be compelled to strike the
7949 job and call the men off? A. No, sir, I did not.

Q23. Do you know whether he had anything to do with the erection of these mantels of Irving & Casson, this Belden? A. No.

Q24. That is to say, the mantels were being put up by Irving & Casson and Wells Bros. were doing the rest of the trim on the building by such and such a carpenter? A. Yes.

Q25. And they were all union carpenters, as far as you know? A. All union carpenters, every one of them. They even asked me what they should do with them. He said "What am I going to do
7950 with them; we have got them on the building?" I said "I don't care what you do with them, you can burn them up, or do anything with them. That isn't up to me. I am only telling you that union men won't handle them."

Q26. Did he say anything to you about getting other men if the union men would not handle them? A. I don't remember that he said anything, but if he put non-union men in there, why, the union would not work, they would not work with

7951

non-union men; he knew that, anyway, I don't know if he ever mentioned it.

Q27. Did you ever mention it in your conversation with Mr. Keyes? Did he say he would put non-union men in? A. Mr. Keyes, from Irving & Casson?

Q. Yes. A. Yes, I believe I told him that.

Q28. What did he tell you? A. I can't recall just exactly what he told me. I know he spoke to me about it, to leave the mantels go, he would hire nothing but good union men, and I told him it was against our law.

7952

Q29. Did he say "I will put on whoever I can get and I will complete the job?" A. Yes, I believe he did say it.

Q30. Then did you say to him "Yes, and I will take out any other union men that are in there"? A. I may have told him that, yes, if non-union men go in on the building I would certainly have told him that the union men would work with them.

Cross-examination by Mr. Merritt—

XQ31. What union men were you referring to that would not work with thees non-union men? A. All the union men.

7953

XQ32. Union men of different trades? A. Carpenters.

XQ33. Was there anyone besides carpenters on the building? A. I don't know. I believe there were other trades working there, but I did not go around to look them over.

XQ34. But you mean that under the rules, if non-union men are employed, none of the union men would work there, in any of the trades, don't you? A. I mean the carpenters first, the carpen-

ters would not work with them, but I don't know about the other trades. If there are non-union men on the job they won't work.

XQ35. That is, the other trades won't? A. That is right.

XQ36. So that if non-union carpenters are employed, the other union men in the other trades would stop working on the job? A. I believe they would, yes.

XQ37. Isn't that what you meant when you told Mr. Keyes that if non-union men were employed,
7955 union men would certainly quit? A. No, I had reference to the carpenters at that time.

XQ38. But that is just what you told him, that if the non-union men were employed, the union men employed there would certainly quit? A. I said they certainly would quit.

XQ39. And he told you, do I understand you to say, that he would put non-union men on if he could not get the union carpenters? A. He said he would. He asked me to let him have union carpenters, and I said I could not.

XQ40. He first said to you to let the mantels go and he would agree to employ good union car-
7956 penters ? A. Yes, something to that effect."

All motions with respect to this case are reserved for the Court on final hearing.

Examination Closed.

Complainants' Exhibit 1-A.

CONSTITUTION OF UNITED BROTHERHOOD. 7957

OUR PRINCIPLES.

Resolved, That we as a body thoroughly approve of the objects of the American Federation of Labor and pledge ourselves to give it our earnest and hearty support.

UNION-MADE GOODS.

Resolved, That members of this organization should make it a rule, when purchasing goods, to call for those which bear the trade mark of organized labor, and when any individual, firm or corporation shall strike a blow at labor organization, they are earnestly requested to give that individual, firm or corporation their careful consideration. No good union man can kiss the rod that whips him. 7958

LABOR LEGISLATION.

Resolved, That it is of the greatest importance that members should vote intelligently; hence the members of this Brotherhood shall strive to secure legislation in favor of those who produce the wealth of the country, and all discussions and resolutions in that direction shall be in order at any regular meeting, but party politics must be excluded. 7959

IMMIGRATION.

Resolved, That while we welcome to our shores all who come with the honest intention of becoming lawful citizens, we at the same time condemn the present system which allows the importation of destitute laborers, and we urge organized labor everywhere to endeavor to secure the enactment of more stringent immigration laws.

Complainants' Exhibit 1-a.

7960

FAITHFUL WORK.

Resolved, That we hold it as a sacred principle that Trade Union men, above all others, should set a good example as good and faithful workmen, performing their duties to their employers with honor to themselves and their organization.

SHORTER HOURS OF LABOR.

We hold a reduction of hours for a day's work increases the intelligence and happiness of the laborer, and also increases the demand for labor and the price of a days' work.

7961

MISCELLANEOUS.

We recognize that the interests of all classes of labor are identical, regardless of occupation, nationality, religion, or color, for a wrong done to one is a wrong done to all.

We object to prison contract labor, because it puts the criminal in competition with honorable labor for the purpose of cutting down wages, and also because it helps to overstock the labor market.

Resolved, That we most earnestly condemn the practice in vogue in many cities, but more especially in the West, of advertising fictitious build-
7962 ing booms, as it has a tendency to demoralize the trade in such localities.

NAME OF THE SOCIETY.

SECTION 1. This Society shall be known as the United Brotherhood of Carpenters and Joiners of America, and shall consist of an unlimited number of Local Unions and members subject to its laws and usages, and shall not be dissolved while there are three dissenting Local Unions.

SEC. 2. The following abbreviations, when used in the United Brotherhood, shall have these meanings, viz.:

Complainants' Exhibit 1-a.

U. B.—United Brotherhood. 7963
G. E. B.—General Executive Board.
S. C.—State Councils.
D. C.—District Council.
G. P.—General President.
1st G. V. P.—First General Vice-President.
2d G. V. P.—Second General Vice-President.
G. S.—General Secretary.
G. T.—General Treasurer.
L U.—Local Union.
R. S.—Recording Secretary.
F. S.—Financial Secretary.
G. O.—General Office.

OBJECTS. 7964

Sec. 3. The objects of the United Brotherhood are: to discourage Piece Work, to encourage an Apprentice System and a higher standard of skill, to cultivate feelings of friendship among the craft, to assist each other to secure employment, to reduce the hours of daily labor, to secure adequate pay for our work, to furnish aid in cases of death or permanent disability, and by legal and proper means to elevate the moral, intellectual and social condition of all our members, and to improve the trade

GENERAL CONVENTION. 7965

Sec. 4. The U. B. shall meet in General Convention biennially on the third Monday in September, at such place as may have been designated by the last preceding Convention.

Sec. 6. A Local Union shall be entitled to representation in the Convention for membership in good standing on this basis: A Union having one hundred members or less shall be entitled to one Delegate; more than one hundred members and less than five hundred, two Delegates; more

7966 than five hundred members and less than one thousand, three Delegates. One thousand or any greater number of members, four Delegates.

Sec. 26. No member shall be eligible as a General Officer, Organizer or Deputy for the U. B. unless he is, at the time of his election or appointment, in the employ of the U. B. or is working at the trade and depending upon the same for a livelihood, and shall not enter or be in the employ of any other individual or organization during his term of office.

7967 GENERAL PRESIDENT.

Sec. 31. It shall be the duty of the G. P. to preside at all General Conventions of the U. B., and conduct the same according to parliamentary rules, and in conformity with the Constitution. He may personally or by Deputy examine all books, papers and financial accounts of any L. U. or D. C., summarily, or when he may deem it necessary. He shall have power to suspend any L. U. for any violation of the Constitution or laws of the U. B. and shall fill any vacancy among the General Officers, by consent of a majority of the G. E. B. The G. P. may appoint any member of
7968 the U. B. in good standing as an Organizer on the request of any D. C., or L. U. where a D. C. does not exist, and wherever he may deem an Organizer necessary. He shall sign all charters, may grant dispensations in extraordinary cases, and decide all points of law, and all appeals and grievances, except as to disapprove claims, subject to an appeal to the G. E. B., as per Sections 93, 94, 95, 96 and 97 of the Constitution.

Sec. 32. He shall examine all Local Rules and By-Laws and shall approve of the same if not in conflict with the Constitution. He shall supervise

the entire interests of the U. B. and perform such other duties as the Constitution may require, and shall submit a report quarterly to the G. E. B., and the same shall be published in the official journal. He shall also submit a biennial report to the General Convention. He shall submit, monthly, to the G. S. an itemized account of all moneys expended by him on behalf of the U. B. 7969

Sec. 43. The G. E. B. shall have the power to authorize strikes, in conformity with this Constitution, and in conjunction with the G. P. they shall have general supervision of the affairs of the U. B.

7970

Sec. 45. The General Executive Board shall have power, when necessary, to defend the organization in any locality against attacks by employers, combinations or lockouts, or any attempt to disrupt or destroy the organization; to support such locality by the levying of a per capita assessment and by ordering a cessation of work for any employer involved, irrespective of where such work is located.

ADMISSION OF LOCAL UNIONS.

Sec. 52. A Local Union may be organized by ten or more Journeymen Carpenters or Joiners, who must apply to the G. C. and send ten dollars for charter fee. Then the G. S. shall forward charter, outfit and seal, provided the applicants are qualified according to the Constitution. 7971

Sec. 53. More than one Union may be chartered in the same city, provided no reasonable objections are offered by the L. U. or D. C. in said locality.

Sec. 54. Where there are two or more Local Unions located in one city they must be represented in a Carpenters' District Council, com-

7972 posed exclusively of Delegates from Unions of the U. B., and they shall be governed by such laws and trade rules as shall be adopted by the D. C. and approved by the Local Unions thereof, and the G. P. The General President shall have power to order such Local Unions as he may deem, in his wisdom, for the best interests of the organization at large, to affiliate with such District Council in which, in his judgment, they should be; to settle the lines of jurisdiction of such D. C., subject to appeal, as per Section 93.

Sec. 55. District Councils shall have the power
7973 to frame and enforce working and trade rules in their respective localities; shall adopt By-Laws and rules governing local, strike and other benefits, except sick benefits, and shall provide for and hold trial of all violations of trade rules, and may impose such penalty as it may deem the case requires, subject to an appeal to the G P. as per Sections 93, 94, 95, 96 and 97, and thence to the G. E. B., whose decision shall be final.

Sec. 56. By-Laws and trade rules for the government of District Councils and for Local Unions where District Councils exist, must be submitted by the D. C. to the L. U.'s represented in said dis-
7974 trict, and must be adopted by a majority of all members voting, at a special meeting called therefor, and shall in no way conflict with the Constitution of the U. B.

Sec. 57. A copy of such laws and rules, before becoming law, shall be submitted to the G. P. for his approval, and shall be filed with the G. P. and G. S.; likewise all future amendments must be submitted and filed.

Sec. 58. A. L. U. cannot withdraw from the U. B. or dissolve so long as ten members in good

standing object thereto, but may consolidate with another L. U. by a majority vote of each Union, after paying up all indebtedness up to date of consolidation. 7975

QUALIFICATIONS FOR MEMBERSHIP.

Sec. 73. A candidate to be admitted to full membership in any Local Union of the U. B. must not be less than twenty-one and not over fifty years of age, and must be a journeyman carpenter or joiner, stair-builder, ship-joiner, millwright, plaining mill bench hand, cabinetmaker, car-builder, or running wood-working machinery. He must be of good moral character and competent to command standard wages. (See Sections 77 and 110.) 7976

Sec. 74. The jurisdiction of this U. B. shall extend over all men engaged in the occupations enumerated in Section 73, whether on the building in its erection or repairs, or employed in the preparation or manufacture of materials for same.

Sec. 75. A candidate applying for admission in any Local Union under the jurisdiction of the U. B. must be a citizen of the United States or Canada, or must furnish proof of his intentions to become a citizen. 7977

Sec. 79. Any member incapacitated by age or accident may be permitted to obtain employment under the regular scale of wages by the consent of his L. U. or D. C.

Sec. 80. A person who has been expelled suspended for non-payment of dues, fines or misdemeanors, or rejected, in any Local Union of this U. B., shall not be eligible to membership in any other L. U. except by consent of the L. U. of which

7978 he was a member, or in which he was rejected, and shall not be received into any Union again except by a two-thirds vote of the L. U.

Sec. 81. No member of the United Brotherhood shall lump, sub-contract or work at piece work for any owner, builder, building material manufacturer or contractor. For a violation of this section or any part of it he shall be fined not less than ten dollars, or be expelled from the U. B., or both.

Sec. 82. Where a member contracts work or becomes a foreman, he must comply with Union
8979 rules and hire none but members of the U. B.

Sec. 83. No member of the U. B. can remain in, or become a member of more than one Local Union, or any other organization of Carpenters and Joiners, or any mixed union of building tradesmen, under penalty of expulsion. Any member joining the army or navy shall not be entitled to financial benefits.

ADMISSION OF MEMBERS.

Sec. 84. A candidate qualified and who desires to become a member of any Local Union of this
7980 U. B., must fill out the regular application blank, and sign his name to it, and have the same certified to by two members in good standing, as vouchers for the applicant's fitness to become a member, and after being passed on shall be filed away by the R. S. for future reference.

Sec. 85. A candidate for membership cannot join any Local Union other than the one in the district in which he works, unless permission be granted him by the L. U. or D. C. where he works.

Sec. 86. The application of the candidate must

Complainants' Exhibit 1-a.

be presented to the F. S. with the full initiation fee and lay over one week for investigation, and 7981
shall be referred to a special committee of three, who shall in the meantime inquire into his qualifications to become a member and report at the next regular meeting of the L. U., making such recommendation as it deems proper, or may be elected and initiated at the same meeting if the Investigating Committee reports favorably.

Sec. 87. Upon hearing the report of the committee the candidate shall be voted or balloted for, and if elected shall be initiated and hand in his name and address to the F. S., who shall place the same on the books of the L. U. and furnish 7982
him with a card of membership and a copy of constitution and local by-laws.

Sec. 88. A two-thirds vote shall be necessary to elect a candidate for membership. If not present, the R. S. shall notify him of his election and order him to appear. Immediately after initiation he shall pay not less than one month's dues in advance; also the proportionate amount for the current month.

Sec. 89. A candidate failing to present himself for initiation within the space of four weeks after his election shall, unless he gives good and sufficient reasons, forfeit his initiation fee. 7983

Sec. 90. When an applicant is rejected his initiation fee shall be returned to him. He may have the privilege of renewing his application for three successive meetings in the L. U. to which he first applied, and if then rejected the R. S. shall notify the F. S. to publish such rejection in the official journal.

Complainants' Exhibit 1-a.

7984 BENEFITS OF MEMBERS.

Sec. 110. A beneficial member must not be less than 21 and not over 50 years of age, at the time of his admission to membership, and when he joined must have been in sound health, and not afflicted with any disease or subject to any complaint likely to endanger his health or cause permanent disability.

Sec. 111. Each beneficial member will be entitled to the following benefits, under the conditions herein prescribed in this Constitution, provided he is over six months a contributing or
7985 financial member in good standing, and when three months in arrears he shall be debarred from all benefits until three months after all his arrearages are paid in full. (See Section 106.)

Sec. 112. The wife funeral benefit shall be twenty-five dollars on six months' membership, and fifty dollars on one year's membership.

Sec. 113. The members' funeral benefit shall be one hundred dollars on six months' membership, and two hundred dollars on one year's membership.

7986 Sec. 114. The disability benefit shall be one hundred dollars on one year's membership; two hundred dollars on two years' membership, three hundred dollars or three years membership, and four hundred dollars on five years' membership.

Sec. 115. Sick benefits shall be regulated by the Local By-Laws of each L. U., and are payable by the Local Union.

Sec. 116. A semi-beneficial member (see Section 78) shall be entitled only to a funeral allowance of fifty dollars, payable from the general fund, provided at time of death he is over one

year a member in good standing, and when three months in arrears he shall be debarred from all benefits until three months after all arrearages are paid in full. He shall not be entitled to the benefits specified in Sections 112, 113 and 114. 7987

WIFE FUNERAL BENEFITS.

Sec. 117. A beneficial member, lawfully married, on the death of his wife shall be entitled to the wife funeral benefit, as prescribed in this Constitution, on condition that his wife was in good health at the time of his admission to membership.

7988

Sec. 118. A person, if married, whose wife is in ill health, may be admitted to membership, but in the event of her death, he shall not be entitled to the wife funeral benefit. Should the wife be sick at the time her husband joins the Union, then said wife shall, after she becomes well, be examined by a physician, who shall furnish a certificate of health to the L. U.

Sec. 119. All rules and provisions as to health and conduct applying to a claim for a member's funeral benefit shall apply to a claim for a wife's funeral benefit for one wife only. 7989

MEMBER'S FUNERAL BENEFITS.

Sec. 120. On the death of a member in benefit, his wife or legal heirs as named on his application, shall be entitled to the Member's Funeral Benefit as prescribed in the Constitution.

Sec. 121. If a member in benefit dies without leaving any legal heirs, the Local Union shall see him respectably interred. The officers or a committee of the L. U. shall attend his funeral, and the U. B. shall pay the funeral expenses, but in

7990 no case shall the funeral expenses exceed the full amount of benefit, nor shall the U. B. be held liable for any further benefits in the name of the deceased.

Sec. 122. In the case of any member whose disability or death is caused by intemperance, or his own improper conduct, or by any accident or disease incurred previous to joining the U. B., or while on duty as a volunteer or militiamen or by exposing himself to risks to which men in the occupations classified in Section 73 are not usually liable, neither he nor any persons for him shall
7991 have any claim on the funds of the U. B.

DISABILITY BENEFITS.

Sec. 123. Any member legally in benefit who becomes permanently disabled for life by accidental injuries received not less than one year after becoming a member, and is thereby totally incapacitated from ever again following the trade for a livelihood, shall be entitled to the disability benefit as prescribed in this Constitution, and this shall relieve the U. B. from any further obli-
7992 gation, and upon the payment of his claim the F. S. shall strike his name from the books, and he shall not be eligible for re-admission in any L. U. or the U. B. only as a non-beneficial member.

GENERAL STRIKES AND LOCKOUTS.

(The laws here subjoined in every particular apply to lockouts as well as strikes.)

Sec. 140. Strikes not requiring financial aid from the G. E. B. can be conducted on the rules and usages laid down by the D. C. or Local Union interested, and any Local Union or D. C. engaging

in a general strike without consent of the G. E. B. lays itself liable to expulsion. 7993

Sec. 141. Where a D. C. exists, it shall adopt rules for the government of strikes and lockouts in that district, as provided for in Sections 56 and 57. Where a member from an outside district goes into any city to take advantage of better conditions he shall take the risk of being called out on strike without pay.

Sec. 142. Any member who goes into any city seeking work or who goes to work where a strike or lockout is pending shall be subject to a fine of not less than twenty-five dollars or expulsion, or both. Said fine to be paid to the D. C. or L. U. having jurisdiction where the offense was committed. His name shall be reported to his Local Union, and said Union shall enforce this action and charge the fine on their books against him, under penalty of expulsion from the U. B. 7994

Sec. 143. When any trade difficulty arises the members aggrieved shall lay the case before their Local Union or D. C. If said body decides to sustain them the president of the Local Union or D. C. shall appoint a conference committee of three capable members to wait on the employer or employers, with a view to adjust the difficulty or dispute. 7995

Sec. 145. In no case shall the Local Union or D. C. take action on any difficulty requiring assistance from the U. B. until all members in good standing under its jurisdiction are duly notified by first-class mail or post card to attend the meeting.

Complainants' Exhibit 1-a.

7996 Sec. 146. After a decision is arrived at, it shall be the duty of the R. S. of the Union or D. C. involved in such case, to give the members at least one week's notice of any demand upon the employers.

MISDEMEANORS AND PENALTIES.

Sec. 189. Any officer or member who becomes an habitual drunkard, or who is guilty of improper conduct, or who wrongs a fellow-member or defrauds him, or commits an offense discreditable to the U. B. shall be fined, suspended or expelled.

7997

FINES.

Sec. 193. Any member who acts in violation of his obligation, or violates any section of this Constitution or By-Laws, shall be fined, suspended or expelled, at the discretion of the Local Union, except where the punishment is specified in the laws.

Sec. 199. All fines levied by any Local Union or D. C. on a member of an outside District shall be charged and collected from him by his L. U. and forwarded to the D. C. or L. U. where vio-
7998 lation of rules occurred, under penalty of suspension.

Sec. 227. It shall be the duty of all District Councils and Local Unions to promote the use of trim and shop-made carpenter work bearing this label, and wherever possible to prevent the members under their jurisdiction from encouraging the use of any unfair material by handling the same.

Complainants' Exhibit 18 A.

LIST OF TRIM MANUFACTURERS WHOSE PRODUCT THE CARPENTERS HAVE STATED THEY WILL NOT HANDLE. 7999

Stanley & Uncle, 283 Butler St., Bklyn.
Libman, Bklyn.
Tidewater Trim & Door Co., N. Y. or Voorhees, same thing.
H. Raabe & Sons, 312 W. 64th St., N. Y.
H. Herman Lumber Co., 254 Canal St., N. Y.
Robert Wick, 654 W. 30th St., N. Y.
Rud. Mattesheimer, 538 W. Broadway, N. Y.
Rud. Bozenhard, 502 E. 19th Street, N. Y.
Kenyon & Newton, Brooklyn. 8000
A. Meisel, Danowitz Co., Eckford & Engert, Bklyn.
Hardy & Voorhees.
S. & G. Loomis, Butler St., nr. Nevins, Bklyn.
White, Potter & Paige Mfg. Co., Bklyn.
Estate of Wm. H. Nolte, 7 McKibben St., Bklyn.
Cropsey & Mitchell, Bath Beach, N. Y.
J. R. Carpenter, Jamaica, L. I.
Cross, Austin & Ireland.
George Eilocher.
Weiner & Palavitz Bros., N. Y.
N. Y. Fireproof Sash & Door Co., Bklyn.
N. Y. Fireproof Co., N. Y. City.
A. W. Burritt & Co., Bridgeport, Conn. 8001
Irving Cassons Co.
E. J. Reiser.
Wm. Kleeman.
E. Bailey & Sons, Patchogue, L. I.
L. Bossert, Newton Creek, Greenpoint, L. I.
Chataqua Planing Mill.
J. C. Orr & Co.
American Car & Foundry Co.
W. E. Schwartzwaelder & Co., Chichester, N. Y.
L. A. Schwartzwaelder & Co., 13 E. 16th St., N. Y. C.

Complainants' Exhibits 24-30.

8002 Exhibits 24-30 are the same as Exhibit 21 for identification, which is printed on pp. 838-51 of this printed record, except the list of names of manufacturers attached thereto varies in slight degree and except that Exhibits 24-30 are respectively dated May, 1907, September-October, 1908, January, 1909, May, 1911, June, 1911, February, 1911, September-October, 1910.

Complainants' Exhibit 32 for Identification.

8003

Address of Writer.....

NEW ROCHELLE DISTRICT COUNCIL

(Seal) OF THE CITY OF NEW ROCHELLE

UNITED BROTHERHOOD OF CARPENTERS AND JOINERS OF AMERICA

New Rochelle, N. Y., Oct 27th 1911

8004 To whom it my concern

This is to certify that a firm doing business in this city under the name of Hubble Hardwood door Co is strictly Union

John McLaughlin Bus Agt
Frank Brady Sect

Complainants' Exhibit 33.

We, the undersigned members of the locals hereinafter stated, state that we have worked on Albert J. Schwarzler's Job, on the W. S. Clay Avenue between 166th and 167th Streets, and upon working there one (1) day the delegate of the Union, Mr. Anderson, came along and stopped the job, stating that the trim on said work was non-union. Eight (8) of our members working on the said job were asked to report at the Union the next morning and upon doing so Mr. Albert J. Schwarzler gave to Mr. Sam Stern a letter from the New Rochelle District Council stating as follows: "To Whom it may concern:—This is to certify that a firm doing business in this city under the name of Hubble Hardwood Door Co. is strictly union," and was signed by Frank Brady, Secy. and John McLoughlin, Bus. Agcy." Upon giving same at the Union to Mr. Anderson, he stated that the same was forged, and a put up job between the manager of the Hubbel Hardwood Door Co. and the District Council from New Rochelle. He also ordered us to quit work and stop the job indefinitely. We, the undersigned hereby certify that the above statement is correct and true. 8005 8006

Frank Polinfsky,	Local	#	1008	Ledger	page	246A	
B. Berman	"	"	727	"	"	286	8007
Morris Schub	"	"	497	"	"	210	
Jase Saterinsky	"	"	727	"	"	102	
Rulen Borem	"	"	727	"	"	103	
Joseph Seiedman	"	"	727	"	"	981	
P. Porelman	"	"	727	"	"	249	
E. Esosson	"	"	727	"	"	229	
Max Susfeld	"	"	727	"	"	174	
Sam Stern	"	"	727	"	"	74	
Sam Poulman	"	"	727	"	"	21	

Complainants' Exhibit 34.

8008 Geo. Hoffman Tel. 533 Bryant S. I. Feinberg

A A Sash, Door & Blind Co.

Incorporated

INTERIOR TRIM
Plate, Window and Leaded Glass

433-435 West 42nd St.
New York, April 20, 1911.

Messrs. Morgan & Co.,
116 Nassau Street,
New York City.

8009 Gentlemen:—

We beg to thank you for your estimate of April 14th for 30 birch doors.

We used your figure and when putting in our quotation our customer was afraid to use non-union doors and they had same made by a union mill in Brooklyn, and through this we have lost the order.

Trusting to be able to place some orders with you in the near future, we remain,

Very truly yours,

AA SASH, DOOR & BLIND CO.

8010 G. H.
S.R.S.

Complainants' Exhibit 35.

Geo. Hoffman Tel. 53[illegible] Bryant S. I. Feinberg 8011

A A Sash, Door & Blind Co.

Incorporated

INTERIOR TRIM
PLATE, WINDOW AND LEADED GLASS

433-435 West 42nd St.
New York, June 22, 1911.

Mr. Abel,
Morgan & Co.,
55 Jock St., City.

8012

Dear Sir:—

We beg to thank you for your quotation of June 6th on our list #54, and regret to state to state that we have lost this order for the doors as well as for interior trim. Same had to be union all the way through and on that account there was no possible chance for us to be favored with this order. Same was awarded to The Harlem River Lumber Co.

Thanking you for past favors and soliciting the continuance of same, beg to remain,

Yours very truly,

8013

AA SASH, DOOR & BLIND CO.
GEO. HOFFMAN.

Complainants' Exhibit 36.

8014 CONSTITUTION AND BY-LAWS

NEW YORK BUILDING TRADES COUNCIL

OF NEW YORK AND VICINITY.

(Seal)

Headquarters: Brevoort Hall,
154 East 54th Street,
New York City

Issued November, 1910.

Sec. 2. OBJECTS.—To protect the interests of all affiliated organizations, to promote harmony
8015 in the Building industry, and to preserve their respective autonomy.

Sec. 5. COMPOSITION.—This Council shall be composed of Delegates duly elected by their respective organizations.

Sec. 6. REPRESENTATION.—(a) Each trade affiliated shall be entitled to Delegates as per basis of representation in local councils:

100 members or less,	3 delegates
200 members or more,	4 delegates
400 members or more,	5 delegates
800 members or more,	6 delegates
1,600 members or more,	7 delegates
3,200 members or more,	8 delegates
6,400 members or more,	9 delegates
12,800 members or more,	10 delegates

8016

b. In no case shall more than ten (10) delegates be allowed each craft.

c. No division or sub-division of any trade or industry shall be entitled to separate representation, except that a National Charter has been granted by the National Department.

Complainants' Exhibit 36.

d. Any trade or industry detected in registering less than their actual membership, or credentialing less delegates than they are entitled to, shall, if found guilty, be subject to a penalty of not less than one hundred dollars ($100.00). 8017

Sec. 19. Grievance Committee.—(a) It shall be the duty of the Grievance Committee to investigate all grievances that may be referred to the Council from time to time by organizations or Delegates affiliated with this Council, said grievance to be presented in writing. All grievances must be referred to the Grievance Committee without debate. 8018

Sec. 21.—(b) A failure of any trade to comply with the Constitution, By-Laws or other rules and regulations of this Council shall be punishable by a fine, reprimand, suspension or expulsion when found guilty

Sec. 30.—(b) All organizations affiliated with this Council, in making and amending their Constitution and By-Laws, shall not in any way conflict with any rules or regulations of this Council.

8019

Sec. 34. Working Cards.—This council shall adopt and issue a quarterly working card of uniform character. Said card shall be carried by all affiliated members, and no other card shall be recognized by the trades on any job or building.

Sec. 35. Cards to Be Shown.—All members of affiliated organizations are compelled to show their working cards when requested by the Business Agents or other members working on the job, irrespective of trade, who is himself in possession of a card.

Complainants' Exhibit 36.

8020 Sec. 36. NON-UNION CONDITIONS.—Under no circumstances will any organization affiliated permit its members to work with non-union men, or with members of a dual or hostile union to any trade represented, nor allow its members or Delegates to sit in any Central Body or Borough Board of Delegates with others than the members or Delegates of Unions Represented in this New York Building Trades Council.

Sec. 37. IMMEDIATE ACTION.—(a) Wherever, or whenever, non-union men are found working
8021 immediate action shall be taken by the Business Agents to enforce union conditions on all work; any trade connected failing to co-operate when notified of said conditions shall stand suspended, and can only be reinstated upon payment of one hundred dollars ($100.00).

8022

Complainants' Exhibit 38.

BY-LAWS 8023

OF

JOINT DISTRICT COUNCIL

OF NEW YORK AND VICINITY
OF THE
UNITED BROTHERHOOD OF CARPENTERS &
JOINERS AN AMALGAMATED SOCIETY
OF CARPENTERS & JOINERS OF A.

PREAMBLE.

In this great age of progress and civilization, 8024
the universal tendency is toward organization and combination. The wealthy capitalists combine and consolidate, monopolize and control the wealth of the world, while the rapid concentration of wealth and power in the hands of the moneyed classes has had an extremely injurious effect upon all branches of honorable toil; and in this respect none have suffered greater depression than the Carpenters and Joiners of New York.

OBJECTS AND POWERS.

This Joint District Council is organized to exer- 8025
cise legislative and executive functions, whose decisions shall be binding upon all members of the two organizations that are working within the jurisdiction of this Joint District Council. It shall have power to levy assessments when necessary, establish a uniform rate of initiation fees and dues, frame all working or trade rules and enforce the same, and issue a quarterly working card. It shall have power to make agreements with central organizations in this district and send

Complainants' Exhibit 38.

8026 delegates to same when necessary, if so decided by referendum vote of all Local Unions and branches.

The Joint District Council shall also order all strikes when it is for the best interest of this joint organization, or may delegate said power to its business agents or such persons as the Joint District Council may from time to time decide, and shall decide all disputes between Local Unions or Branches represented in this Joint District Council.

Section 1. This body shall be known as the
8027 Joint District Council of New York and Vicinity, and shall consist of representatives from Local Unions of the United Brotherhood and Branches of the Amalgamated Society of Carpenters located in the City of New York and vicinity.

REPRESENTATION.

Sec. 2. The Joint District Council shall consist of one delegate from each Local Union and Branch, said representatives to be given credentials with their names and addresses signed by the President and Secretary of their L. U. or
8028 Branch, with seal affixed. No one is eligible to membership in this Council who is not actually engaged at carpenter work or some of its branches. All delegates to the Council shall be elected for six months. The Council shall reserve the right to judge of the fitness of a member as a delegate and reject him for cause. Nominations and elections to take place in the months of June and

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December at a summoned meeting of the L. U. or Branch. 8029

JOINT D. C. STRIKE COMMITTEE.

Sec. 16. This Committee shall be composed of five members from the U. B. (one from each borough), and two from the Amalgamated Society.

Sec. 16a. Their duties shall consist of handling all matter referred to them by the J. D. C. They shall have power to act in all matters which involve the five boroughs, such as municipal or public work and all other work which ceases to be a local or borough affair. To keep a correct record 8030
of all strikes ordered by them, their cause, duration and results, and amount of money expended on each and every strike.

BUSINESS AGENTS.

Sec. 29. The Business Agents of this Council shall consist, for the U. B. of four for Manhattan (one of whom shall be for shops and unfair trim), four for Brooklyn (one of whom shall be for the shops and unfair trim), three for Bronx, three for Queens and two for Richmond, and not more than one for the A. S. for this District. They shall 8031
be elected every six months. No Business Agent (except a Special) shall be a member of the J. D. C. or B. C.

Sec. 37. The duties of each B. A. shall be to regulate all differences that may arise between members and their employers, enforce the working rules in regard to hours and wages. He shall also furnish a written report of all work done to the Secretary-Treasurer, who shall send a copy of same to all Unions and Branches in their re-

8032 spective Boroughs. He shall turn over all moneys collected by him each week to the S. T., who shall furnish him with an official receipt book for said purpose. The S.-T. shall enter on a book names and amounts and to what L. U. or B. money belongs. He shall endeavor by all honorable means to increase the membership of the joint organizations by inducing journeymen carpenters of sound health to become members, at all times look after the welfare of the members in procuring employment wherever possible, and perform such other duties as may be referred to him.

8033 Sec. 38. Each B. A. shall have power to order local strikes, he to be subject to conditions set forth in these laws. He shall settle all grievances that may occur during the interval of sessions of J. D. C. and B. C.; he shall have power to enforce payment of all fines imposed by this J. D. C., and collect waiting time as provided for in Sec. 44, and to examine the pay envelopes, and shall insist, where there are any number of members found working for less than the standard rate of wages in their respective Boroughs, that they shall be debarred from working for that employer for the space of at least six months, and under no con-

8034 ditions shall a B. A. permit a member to work without the current Quarterly Working Card.

Sec. 48. Any member who does an unreasonable amount of work or who acts as a leader for his employer for the purpose of getting all the work possible out of the men working in the same shop or job with him, shall be fined for the first offense $10.00, for the second offense he shall be suspended or expelled.

Sec. 49. Any member found guilty of excessive work or rushing on any job shall be reported

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by the Steward of the job, he or they shall be ruled off the job and fined not less than ten dollars ($10.00). Any foreman who uses abusive language or rushes men under his supervision shall be fined not less than $10.00. 8035.

Sec. 50. Only one apprentice shall be allowed to ten men, and the age of such apprentice at beginning of apprenticeship shall not be over seventeen years. Whenever an employer wishes an apprentice, a written agreement about the terms and conditions must be entered into by the employer and apprentice, and submitted to the J. D. C. for ratification. 8036

Sec. 51. Any member proven guilty of using the product of any Person, Firm or Mill who have been declared unfair by their District Council, or working for any Person, Firm or Mill who have thus been declared unfair, shall be fined Ten Dollars ($10.00) for each offense.

Sec. 52. Any member paying back any part of his wages shall, upon conviction thereof, be expelled.

Sec. 55. Any foreman hiring laborers to do carpenter work or permitting any other than a member of the U. B. or A. S. to do any work involving the use of carpenters' tools or allowing them to do any cutting, bracing, etc., or who pushes or drives men to get more work out, or who discriminates, etc., on buildings or in shops, shall for the first offense be fined not less than $20.00 and for the second offense he shall not have the right to act os foreman for the term of one year, nor shall members of this district be allowed to work under a non-union foreman, as per agreement with the Arbitration Plan. 8037

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8038 Sec. 56. Any member obstructing the A. B.'s in the lawful discharge of their duties, or one who stays to work on anq job that is on strike; or violates any of these rules, the member or members found guilty may be fined, expelled or suspended from working for the employer at the time of the offense for the space of not less than six months.

Sec. 57. Members refusing to show their working card when called on by the B. A. or Job or Shop Stewards shall be fined $5.00 for each offense, and members not having their working card with them while at work shall quit work upon the
8039 order of the B. A. and not return until able to show card to Shop or Job Steward.

Sec. 58. All charges preferred by the B. A. against members shall be referred to in the Borough Court for trial.

Sec. 59. Any member of the U. B. or A. S. who, while acting in the capacity of foreman, shall ask or receive any money from any member shall, upon conviction, be expelled from the organization to which he belongs.

8040 Sec. 60. The Steward shall have power to examine the pay of all members on the job and if a Steward be victimized for attending to his duties the J. D. C. shall investigate the case and take such steps as they find proper. If any Steward should be laid off or leave during his term of service as such, the members remaining on the Job shall immediately fill the vacancy. The first Steward on every job shall notify the B. A. in writing of the location of said job. No member will be permitted to work with any carpenter not in possession of a current Quarterly Working Card without immediately notifying the B. A.; failing

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to do so he shall be fined the sum of $1.00, except as per agreement with Employers' Association. 8041

Sec. 62. The first member starting to work on a job or in a shop shall notify the Secretary-Treasurer by mail of location of said job or shop, who shall then notify the Business Agent of that District (said communication to be placed on file by the Secretary-Treasurer). He shall also act as Job Steward; when three or more men are employed on the job they shall hold shop meetings in the shop or on the job periodically, not less than once a month or oftener if necessary, for the purpose of electing said Steward. Each member in his turn must be selected as Steward, providing he is a member of a Local Union or Branch represented in this J. D. C. It shall be the duty of said Steward to examine the cards of all men starting to work and report to the Business Agent any irregularity. On large jobs, requiring it, more Stewards may be appointed. 8042

Any member obstructing the Steward, or who tried to evade Sec. 62 and 63 in regard to Shop or Job Steward, upon charge being preferred against him shall be fined not less than Five Dollars ($5.00).

Sec. 63. When a B. A. visits a shop or job and finds that there is no Steward he shall see to it that the men hold a meeting and elect a Steward. He shall take the names of the men with the numbers of their L. U. and B.'s and send same to the Trial Court. They shall be fined not less than $5.00. 8043

Sec. 68. Members called out on strike must sign the strike book at headquarters of their respective Boroughs where the strike occurred at least once a day between the hours of 8 to 12 M.,

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8044 1 to 5 P. M., and 8 to 12 A. M., Saturday, whereupon the B. A. will furnish them with strike certificates stating the number of days out. Said certificates to be presented by the member to the L. U. or B. of which he is a member or to the S.-T. of the J. D. C. for payment. L. U.'s or B.'s or members can have the strike certificates redeemed by the Secretary-Treasurer when properly signed by the Borough Strike Committee where the strike occurred.

Sec. 69. Any member in good standing who is called out on strike by the B. A. shall be paid
8045 $1.00 a day for time lost; no fractional part of a day shall be paid, and no strike pay shall be paid to members belonging to Locals and Branches not represented in this Council, and when conditions are such that pickets are required they shall receive $1.00 extra per day.

Sec. 79. All questions affecting one separate Borough only, coming before the J. D. C. shall be referred to the Borough Committee having jurisdiction for action.

Sec. 88. There shall be a Strike Committee, a Label Committee, a Court and an Examining
8046 Board in each Borough, composed of three members each, except the Label Committee which shall be two, one of which must be a member of the Amalgamated Society where they are represented.

Borough Strike Committee.

Sec. 89. Their duties shall consist of signing all Strike Certificates issued by Business Agents, keep a correct record of all strikes, their cause, duration and result, amount of money expended in each strike, and perform such other duties as the Strike Committee of the J. D. C. may direct.

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TRIAL COURT. 8047

Sec. 90. The duties of this court shall be to try all charges of a violation of the working or trade rules of this city and vicinity submitted to them.

Sec. 90b. On the presentation of any charges the Court shall forward the accused a copy of the charges and notify him to appear to answer said charges within one week, and on a plea of not guilty being entered by the accused he must at once hand in the names of his witnesses, and the Court shall fix date for trial and notify the accused and accuser, together with all the witnesses of the time fixed for said trial, by registered let- 8048
ter

Sec 90c. If the accused refuse or neglect to stand trial he shall be adjudged guilty of the charges preferred against him. Any witness notified by the Court who fails to appear and testify shall be held in contempt and shall be fined not less than $1.00 or more than $10.00 for each offense.

90d. The decisions of the Court to be final unless reversed by an appeal to the General Presidents of the United Brotherhood and American District Committee of the A. S. All fines imposed 8049
by the Court must be paid within 30 days from date of notification. All fines must be paid into the J. D. C.

EXAMINING BOARDS.

Sec. 91. All applicants for admission to membership in Local Unions in this District shall be referred to the Borough Examining Board of their respective Borough for investigation relative to their qualification for membership.

Complainants' Exhibit 38.

8050 Sec. 91a. A uniform system of examination shall prevail throughout the District. The several Borough Examining Boards shall meet in joint session and adopt concurrently rules and regulations relative to the examination in reference to qualifications of all applicants for membership in the U. B. and A. S. in this District, specified in Section 91.

Sec. 91e. The Examining Boards shall hold meetings to examine candidates for membership in the Borough of Manhattan and Brooklyn on Friday evening of each week, in the Boroughs of
8051 Bronx, Queens and Richmond at least once in each two weeks on a Friday evening, and at such other times as their respective Borough Committee may direct. Meetings to commence promptly at 8 P. M. Meetings during working hours are prohibited.

Sec. 91f. The Examining Board shall at all times be courteous to applicants and refrain from any conduct or utterance relative to them that will tend to degrade the U. B. or A. S.

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JOINT DISTRICT COUNCIL

"STRIKE BOOK."

Queens — Harsch—August 1—Hamilton Pl., Maspeth, L. I.
Bronx — Corlews Charles A., 287-E. 141 st
Richmond — Welch—Edw. L.—74 Columbia St., West New Brighton, Staten Island.
Manhattan — Henry W. Blomberg, #560 Fox St., Bronx
Brooklyn — M. E. Nichols, 702 Franklyn Ave. Brooklyn
Amalg — J. O'Connor, 423 E. 161 St., Bronx.
Amalg — D. Budge, 446 W 22 St.
Alec. Kelso, 377 E. 152 St., Bronx.
J. J. Towers, 178 E. 87th St., N. Y. C.
Geo. A. Lynch Grant Ave., Chester Park, Queens.
Geo. J. Bohnen—Organizer—1636—2d Ave., N. Y.
M. J. McGrath 336 21 St. Brooklyn.
Geo. Feiser 3309 Third Ave., Bronx (237 E. 214 St.)
Thos. Dalton 780 Elton Ave., Bronx.
H. W. Blumberg 560 Fox St., Bronx.
Chas. Bausher 1370 Franklin Ave., Bronx.
Wm. Eger 742 McDonough St., Brooklyn.
Jas. F. Martin, 232 Richmond Road, Stapleton, S. I.
Chas. Lange, 81 Garden St., Stapleton, S. I. 176 Broad St.
Jas. Asher, 3205 Jamaca Ave., Richmond Hill, L. I.
Phil. Gibbons, 131 De Whitt St., Corona, L. I.
Geo. Lynch, Grafton Ave., Chester Park, L. I.
L. Storrey
R. Mortan 440 E. 59 St.
Henry Erickson
Jas. Gleason
John Wolfinger
Chas. Peterson, 2497 Belmont Ave., Bronx.

Complainants' Exhibit 45.

8056 July 16—1907.

Bro. Featherston called a meeting of the Strike Committee on July 16th, 1907.

The Committee formed as Bro. Bardeau, Chairman, and McGrath, Secretary.

Organizer Bohmen stated that they were to be 75 new schools to be built and that on nearly all the Law was being violated. He requested that the Strike Committee act in conjunction with the Business Agents in Greater New York and secure evidence that can be given to Lawyer Beattie, in order that a test case may be brought to Court if necessary.

8057 The Committee concurred in the advice of Br. Bohmen and instructed all Business Agents to secure all the necessary information in regards to the trim being used on Public Buildings:—where it is being supplied from and the wages and hours of such mill or shop.

The Bus. Agents are authorized to get some reliable Union man to obtain employment there for the purpose of becoming witnesses.

The difference between the standard wage and the wages that may be paid on said job, will be paid to such men by the J. D. C. S. Committee—

8058 Present: Bardeau,
McGrath,
O'Connor,
Corlews,
Harsch.

Report was received and concurred in by the J. D. C. on July 18th, 1907.

July 23 1907

Meeting called to continue the efforts, whereby the necessary evidence may be procured for Organizer Bohmen to act in conjunction with Lawyer Beattie, and to get the same in shape for a test

case in the courts regarding the 8 hour law on public Schools, etc. After several letters from some of the Business Agents had been read and acted upon a motion was made and seconded that the Business Agents be required to produce the names of witnesses on jobs and that the Sec.-Treasurer be notified to comunicate with the Bus. Agents to that effect. Motion carried.

A motion was made that Bus. Ag. Ericson be ordered to pull the job at Flushing and Kent Ave., F. M. Carlin—Builder; said builder is using trim from John C. Orr. As the matter is one of jurisdiction it was referred to the J. D. C. for their decision in such cases.

J. C. Orr's frames are being used in the building of the Dock Department 57th St.—North River and the B. Agent of that district was ordered to write to the J. D. C. about said job.

Further meetings will be held on Thursday nights.

Among those present, Bus. Agents, Eckert, Kelso, Bickel, Dalton, Towers, Lynch, Bradley, and Special Bus. Agt. Cyr.

Bardeau,
McGrath,
O'Connor,
Harsch,
Corlews,
Welch.

Aug. 1—1907.

Meeting called for 7.00 P. M.

Business Agent Story having notified Mr. Hildebrand that he would have to comply with the law, the latter requested that he meet with the Strike Committee and talk the matter over.

After the matter had been talked over Mr. Hildebrand made a proposition that if he could

be allowed to use the trim for one School in Manhattan and one in Queens which trim had been already for shipment, he would give the contracts for the other trim to a mill who could come under the law.

A motion was made that the proposition be not accepted and that Bus. Ag. Story notify Mr. Hildebrand that he will have to live up to the law.

A motion was made that Sec. Featherston be notified to send a communication to Bus. Ag. Gleason stating that he should send in a report Motion carried.

Present—

Bardeau,
Corlews,
Welch,
O'Connor,
Harsch,
McGrath.

Aug. 22—1907.

Meeting called 8.00 P. M. Bro. Welsh of Richmond acting Chairman.

P. S. 22 Report rec'd that the trim for P. S. #22 at Flushing Ave. and Sanford St., Flushing, was being furnished by the John Pinches and Sons. Gen. Contractor for job is the firm of Thos. Cockerell and Sons. (Master Mason's Assn.) Sub. Contracter Barber Watson #7 Madison Ave.

This matter referred to Queens Borough Strike Com. with request that they take immediate action.

Brooklyn E. D. High School Report received that the out side doors, vestabules and Cabinets for the Brooklyn Eastern Dist. High School were being furnished by the Sheder Plaining Mill Co. of Reading, Penn. This firm is positively unfair, and the shop steward and Bus.

Complainants' Exhibit 45.

Agt. Erickson were ordered to allow any of our men to put up this material.

Bus. Agts. Brooklyn — Reports received from Brooklyn Bus. Agts. on all School house jobs, except two

Mount and Robinson — Report rec'd that the lable was being misused in the Mount and Robinson shop. Referred to lable com.

Adjourned 10.00 P. M. Subject to call of Secy.

Walsh
Harsch
O'Connor
Speed
Corless

Chas. A. Corless,
Sec. pro-tem

New York Aug. 29—1907.

Meeting called for 7.30 P. M. Welsh of Richmond in the Chair.

Brooklyn E. D. High School — Mr. Smith of the Architectural wood working Co. Phila. Pa. admits that the vestabules and outside doors for the E. D. High School were made in the Sheeder Shop at Reading, Pa. But says he did not know the shop was unfair.

Bohnen report — Bro. Bohnen reported that this matter had come up before the Executive Com. of the Joint Arbitration, and it had been decided that we must put up watercloset partitions (which had been stopped by Bus. Agt. Erickson) but that ther had been no decision on the doors, vestibules, etc. Decided that we will permit the erection of the partitions, but will not permit our men to put up out side doors, vestabules or cabinets, until satisfactory arranged, or pending a decision from Executive Com.

Erickson — Bus. Agt. Erickson stated that when he visited the job, he was told, by the foreman, to get to hell out. Mr. Smiths stated that he had heard nothing about that, did not sanction it, and would have Embargo removed in the morning.

Complainants' Exhibit 45.

P. S. 88 — Mr. Ginsberg, Sub Contractor on P. S. 88 Queens Borough stated that had taken contract for trim away from Bailey of Patchoge, and denyed that he had tried to bribe either Gibbons or Asher. Bohmen furnished proof that he had no contract with Bailey, and that he was only a lumper, after which Ginsberg admitted the same to be true. It was also brought out that Ginsberg had failed to pay some of our men the union rate of wages for Queens Borough. And the Q. B. C. is requested to make a charge against him through the General contractor, and have him removed from the job for violation of the Arbitration agreement.

Erickson — Secy. requested to make a sumry report of Bus. Agt. Ericksons actions in the E. D. High School case.

P. S. No. 16 — Bus. Agt. Bausher reports that the window frames for P. S. #16 are being furnished by Louis Bossert. Committee instructs Bausher to get evidence and imediatly make charges against J. F. Kerr. in the Master Carpenters Assn.

Attorney Beatty — Bro. Bohmen reports that there are now 35 School house cases in the hands of Beatty with evidence in each case. Betty is ready to demd that payment be stopped in each case, and also to demand of the Mayor that the law be enforced on all Municipal work, or that proceedings will be brought against the city.

P. S. No. 13 — Br. Bohmen to investigate P. S. #13 and if the Contractor is a member of Master Builders Assn. to notify Bus. Agt. Bickert to prefer charges. Trim from D. M. Nesbet Co.—Frames from Bossert.

Q. B. C. C. — Communication from Queens Strike Com. stating that they will not call a strike on jobs where unfair trim is being used, until concerted action is taken in all of the Boroughs.

Complainants' Exhibit 45.

Truent School

Bus. Agt. Gibbons instructed to take men of the Truent School, Queens Borough, where Bosserts trim is being used.

Adjourned subject to call of Secy.

Welsh
Harsch
Speed
Corless

Chas. A. Corless
Secy. Pro tem.

Request J. D. C. to fill out Strike Committees.

New York, Sept. 5—1907.

Meeting called 8 P. M. Welsh acting chairman.

W. J. Cassey

Bus. Agt. Kelso reports John C. Orrs window frames at W. J. Casseys job. Mr. Casey claimed he did not know that Orr was unfair, and was willing to signe aggrements to buy trim of a fair firm. Decided we will allow Mr. Casey to go ahead with his work when he signes aggrement to comply with all of our laws.

P S No 3

Bus. Agt. Bausher reports that Bailey was to furnish trim for P. S. #3. Bus. Agt. Schratt instructed to get evidence in this case.

P. S. No. 16

Bausher reports that neither Kerr or Nugent belong to bosses Assn.

Attorney Beatty

Beatty reports that he has entered protest with Controller against payment on 25 school house Contracts.

Arbitration Trials

Recomend to J. D. C. that Bus. agts. be instructed to notify Secy. Treas. when they make charges against bosses, to be tried before Executive Com. of Joint Arbitration. Secy. Treas. to notify Com. of Eight and General Arbitraters so they can be present and become conversent with the case.

Jas. Kenidy charges

Bus. Agt. Erickson instructed to prefer charges against Jas. Kenidy and Sons for violating Arbitration aggreement on E. D. High School. Allowing unfair trim to be used.

Washington, D. C.

Bus. Agt. Schratt reported Johnson and Sherwin doing work on Metropolitan Club, Washington,

Complainants' Exhibit 45.

D. C. where Brotherhood is on strike. Bus. Agts.
P. S. No. 29 instructed to stop this firms men in N. Y. if they do not stop work on Washington job.
Bus. Agt. Storry instructed to take men off P. S.
Truent School #29 as soon as carpenters start on unfair trim.
Bus. Agt. Gibbons reported that he had taken men of the Truent School.
Adjourned to meet Sept. 12 8.00 P. M.
Harsch Walsh
O'Connor Speed Corless Secy pro tem.

New York, Sept. 11—1907.

Meeting called by Secy. Treasurer for conference
Pat Sullivan with Mr. Sulivan contractor for Truent School and P. S. #9
Took Mr. Sulivans statements that he was not aware that Bossert was unfair and that he would make most any aggreement to have these jobs go on. But as he insists that we must in first place permit him to use Bosserts sash, we can do nothing in the matter.

Corless Secy.

Sept. 26—1907.

Truent School Meeting on call of Secy. Treasurer.
Bus. Agt. Gibbons to be notified to proceed on Truent School according to previous instructions, and not to call on other trades until non union men are put to work on the job.
P. S. No. 29 Bus. Agt. Storrey instructed to proceed on P. S. 29, according to previous instructions.
Washington, D. C. Bus. Agt. Schratt again brought the case of Johnson and Sherwin and their job at Washington D. C. stating that the firm had been given three days in which to proceed with the job.
Washington, D. C. This Committee can do nothing in the matter without the consent of the Washington, D. C. and Secy is instructed to communicate with them giv-

ing facts, and ask for all information in the case. 8
Adjourned subject to call of Secy.
Welsh
O'Connor
Corless

Chas. A. Corless,
Secy. pro tem.

New York, Oct. 3—1907.

Meeting of Joint Dist. Strike Committee, Bro. Welsh of Richmond acting chairman.

P. S. 88

The matter of unfair trim and sash, at P. S. 88 (Queens) was taken up and after a general review of the case that we still refuse to handle this material as we have positive proof that it comes form Baily of Patchoge. 8

Way bill

Bro. Geo. Hanth (Ginsberg foreman on P. S. 88) presented the following way bill. Car arrived Sept. 10 1907. Consigned to H. Berry and Co. Supt., Billed from Patchoge, L. I., Bill #3643, Car #3192, Car Initial L. I. Way bill #710.

P. Sulivan

Communication from Patrick Sulivan, asking for men on Truent School (Queens) an P. S. #29 was laid on table.

Washington, D. C.

From Washington, D. C. Dist. Councill, in regard to men on the Metropolitan Club house, in that city was reed. and placed on file. 8

New Brittan

From New Brittan, Conn. Dist. Councill stating that the men in John Pinches shop received from 75c. to $2.25 per day, and worked 55 hours per week, And that Pinches had shipped car of trim on Sept. 16.

St. Stephens School

Bus. Agt. Mortan reported that this material had been delivered to W. L. and G. M. O'Shea at the St. Stephens Parochial School, Summit Ave. near Hicks St., Brooklyn.

Bus. Agt. Erickson to be instructed to have arbitration plan removed on this job and prefer charges against O'Shea in the Bosses Assn.

Complainants' Exhibit 45.

Second communication from New Brittan D. C. stating that Pinches had shipped an other car of trim in car #74379 to Clark and Stone, Greenpoint Ave., Brooklyn.

P. S. 152

Bus. Agt. McGrath to be instructed to have arbitration plan removed on P. S. 152, and prefer charges against R. C. Heningham, in the Bosses Assn.

Green Pt. Parochial Borough Strike Com.

Bus. Agt. to be instructed to take men off the Greenpoint Parochial School, as soon as material arrives there.

Request J. D. C. to order Borough Strike Committees not to interfere on the school houses, as this Com. is handling all of those cases.

Place Gross, Austin and Island and Hardey and Vorhis on the unfair list.

Request J. D. C. to fill out J. D. C. Strike Com.

Welsh, O'Connor, Harsch, Corless,

Corless Secy.

New York, Oct. 10, 1907.

Meeting of Joint Dist. Strike Committee Bro. Welsh in the chair.

Reports reed. from Bro. Boehmen and from Bus. Agts Asher and McGrath.

Court House West 30th St. Bust Agt. eports

Bus. Agt. Storrey instructed to investigate City Court House at West 30th St. near Ninth Ave.

Bus. Agt. to be instructed to send information of result of all instructions given by this committee, so the Com. can tell what progress has been made in each case.

Have boy employed by Special Bus. Agt. Cyr, attend to geting evidence on P. S. # 90 in Queens Borough.

Welsh
O'Connor
Nichols
Budge
Corless

Chas. A. Corless
Secy. Pro. tem.

Complainants' Exhibit 45.

Oct. 17—1907.

Meeting of Joint Dist. Strike Committee Bro. Welch in the chair.

P. S. No. 13 — Bus. Agt. Bickel reported that Bossert had taken all his sash away from P. S. #13 and that Henry Sprook had the contract to furnish all the sash and trim. Bus. Agt. Gibbons reported that the frame

P. S. No. 16 — for P. S. #16 came from Hardey and Vorhis and the trim from Gross, Austin and Irland.

Gibbons instructed to endevor to get further evidence on P. S. #16 and also to investigate material for Post office in L. I. City and inform committee just what it consists of.

Charges against Heningham — Bus. Agt. McGrath instructed to withdraw charges against R. E. Heningham on P. S. 152 and substitute a simlar charge against him on P. S. 153.

Request J. D. C. to protest either John Pinches and Son or their agent J. S. Atkins of #1 Madison Ave. being admitted to the Master Carpenters Assn. untill the made this shop a Brotherhood shop. Bro. Boehmen to confer with the "Com. of

Com. of eight — eight" and have the dates properly recorded on the unfair list.

Seey to request Queens Strike Com. to send list of men on Strike on School houses, and also the amount of strike pay paid to date.

P. S. 28 — Seey. to notify Bus. Agt. Bickel to investigate P. S. #28 and also to tell him if he has suficient weight on the job to use his own judgment about taking men off.

Truent School — Gibbons reports that he knows of no men working for Sulivan on the Truent School in Queens.

Adjourned to meet at call of Seey.

Welch	Blomberg	
Harsch	O'Connor	Chas. A. Corless, Seey.
Nichols	Budge	

Complainants' Exhibit 45.

New York, Oct. 25—1907

Meeting of Joint Dist. Strike Committee, Bro. Welch in the Chair.

Committee recied from the Municipal Employes Assn. they stated that they came to endevor to effect some kind of a settlement of the strikes against Patrick Sulivan's work at the Parental School in Queens and P. S. #29 Manhattan And that if we would permit Sulivan to use the material he now has on hand, he will agree to buy no more trim from any but a shop that is fair to us.

Pat Sullivan

After a thorough discusion of the matter the Secy. was instructed to notify Mr. Sulivan that we would meet him Tuesday, Oct. 29 at 8.00 P. M.

Boehnen Report

Bro. Boehnen rendered a lengthy progress report on the protest to the City Controller and his actions in the matter, to date, were concured in.

Adjourned at 10:30 P. M. to meet Tue. Oct. 28 at 8.00 P. M.

Bloomberg O'Connor
Nichols Budge Chas. A. Corless Secy.
Welch Corless
Harsch

New York, Oct. 29—1907.

Meeting of Joint Dist. Strike Committee. Bro. Welch in the chair.

Mr. Patrick Sulivan appeared before the Committee in an effort to settle strike on Parental School in Queens and on P. S. 29 in Manhattan.

It was decided that inas much as Mr. Sulivan had let his contracts for the trim for those jobs previous to the date that the Employers Assn. will admit that Bossert was placed on the list that we will declare the strike off on these jobs, provided Mr. Sulivan signes aggreement to buy all trim and window frames, for any future work, from such firms as we admit to be fair.

Strike off on P. S. 20 and Truent School

Complainants' Exhibit 45.

Contract signed by Mr. Sulivan and filed with the Secy. Tres. and Strike declared off. 80

Harry Barry and Co.

Representatives from the Harry Barry and Co. wanted to know if any thing could be done to settle strike on P. S. #88 in Queens.

Will notify company when we can have conference with them.

Will signe aggreement with this firm provided they will agree to get rid of lumper or to put on a foreman who is satisfactory to us.

adjourned to meet on Thur. Oct 31 at 8.00 P. M.

Blumberg O'Connor
Nichols Budge Chas. A. Corless, Secy.
Welch Corless 80
Harsch

New York, Oct. 31—1907.

Meeting of J. D. Strike Com. Bro. Welch in the chair.

Strike off P. S. 88

Representatives from Harry Barry and Co. appeared for a settlement of the strike on P. S. #88 at Elm Ave. Fresh Pond, Queens Borough.

And after Mr. Barry had signed aggreement that in future they would buy or use no trim or sash from any shop or firm not satisfactory to the J. D. C. and that a fore man, satisfactory to this Com. should be placed on P. S. 88, and that said foreman should have full controle of ther men, and that all carpenters on the job should be paid through him, the strike was declared off. 80

Bus. Agt. Asher will permitt men to start at once.

Hening ham

Bro. Boehmen reported that R. E. Heningham had been ordered by the Executive Com. of the Arbitration plan to take unfair trim away from P. S. 153 and comply with Arbitration agreement and give contract for trim, to some fair shop.

P. S. 153

Pinches trim

Secy. to, notify Bus. Agt. Bradley to look up car of Pinches Trim (Car #72309 or 72390)

Complainants' Exhibit 45.

092 shipped to Vandevere Park Station Brooklyn, and to notify this Com. where it went to.

Test Case — Decided not to accept the proposition of the municipal Contracters Assn, to make a test case on P. S. #19, at West New Brighton, S. I.

Request Bro. Featherston to forward all Bus. Agt. reports (to this Com), on the school house matter, to Bro. Boehmen. Report rec'd from Bus. Agt.

Dalton's Report — Dalton giving witness on the Street cleaning Dept. Stable at 181 St. and Webster Ave. Secy. to endevor to find out who is the Genl. Cont. for Fire

Belmont Ave. Fire House — House on Belmont Ave. near 183 St.

Adjourned to meet subject to call of Secy.

093

Blumberg	O'Connor	
Nichols	Budge	Chas. A. Corless, Secy.
Welch	Corless	
Harsch		

New York Nov. 7, 1907

Meeting of Joint Dist. Strike Committee, Bro. Welch in the chair.

30th St. and Fifth Ave. — Bus. Agt. Storrey reported that he had taken men off from job at 30th St. and Fifth Ave.

P. S. 41 — Reported that a car load of unfair trim had been delivered to Jas. Elger at P. S. 41. Gen Contractor Cockrell. Mason Blders Bosford and Dickinson.

094

P. S. 153 — Instruct Bus. Agt. McGrath not to permit our men to set any more of the unfair window frames on P. S. 153.

Blumberg,	Corless	
Nichols	O'Connor	Chas. A. Corless, Secy.
Harsch	Budge	
Welch		

Complainants' Exhibit 45.

New York, Nov. 12—1907. 809

Meeting of Joint Dist. Strike Committee, Bro. Welsh in the chair.

Catholic Church Jamaica

Bro. Beohnen reports that Bailey is getting out trim for Catholic Church in Jamaica. (Henry Meyers Cont.)

Bus. Agt. to take men off the ob, and Secy to notify Q. B. Strike Committee.

Kernan Co.

Kernan Co.

Reported that the Kernan Construction Co. of 253 Bway were using Bailey Trim on job at 1024 Fifth Ave.

Contract let July 23—1907. T. P. Thomgs Supt. J. C. Lyons Gen.-Cont. 809

Notify Kernan Co to have representative appaer Trusday Eve. Nov. 14. And job to be left in same condition pending settlement.

P. S. 100

Reportetd that Pinches trim had arrived on P. S. 100 at 138 St. and Fifth Ave.

Mr. Atkins admitted that Pinches was furnishing the trim for this job.

Mr. Atkins was informed that the John Pinches Co. must settle their trouble with the Brotherhood in New Britain, before they could come to any settlement with us.

F. F. Nesbit

Committee from Municipal Conts. Assn. appeared in the interest of F. T. Nesbet. 809

Can do nothing in this case untill there is a positive dissolution between F. T. Nesbet and D. M. Nesbet, or untill D. M. Nesbet puts his shop on a fair basis.

H. Barry and Co.

Notify Hary Barry And Co. that their agreement with us has been violated on P. S. 88 at to take men off the job if trouble is not adjusted at once.

Blumberg Corless
Welsh O'Connor Chas. A. Corless, Secy.
Harsh Budge
Nichols

Complainants' Exhibit 45.

998

New York, Nov. 14, 1907.

Meeting of Joint Dist. Strike Committee Bro. Welsh in the chair.

Nesbet

Bus. Agt. Towers instructed to investigate Nesbet job on 68 St. between Third and Lexington Ave. and report, at once, what action he has taken.

Maher

Bus. Agt. Towers instructed to prefer charges against Maher and Son of 1133 Broadway for using Pinches trim. Towers to call on Boehnen and Schratt for all the evidence they have in this case.

Kernan

The Kernan Con. Co. sent representatives to

999

try to settle the trouble on their work.

Decided that we will exempt job at 1024 Fifth Ave. if the Company will signe agreement to use nothing but fair trim in the future.

Bus. Agt. Towers instructed to see Mr. Kernan at their oflce, and settle the trouble.

P. S. 88

Bus. Agt. Asher stated that Ginsberg had made it so unplesant for the foreman on P. S. 88 that he was forced to quit the job. And that Ginsberg had refused to place a satisfactory foreman on the job. Even at the request of Mr. Barry.

Communications from Queens Borough Com. stating that they had placed Ginsberg on the un-

1000

fair list and—requested that no union men be allowed to work for him. Request complied with and no union men will be allowed to work on job as long as Ginsberg is there.

Pinches

Bro. Boehnen reported that he had been in conference with Mr. Pinches and had great hopes of a settlement with this firm.

Adjourned to meet Thur. Nov. 21 at 7.30 P. M.

Blumberg	Corless
Nichols	Budge
Welsh	O'Connor
Harsch	

Complainants' Exhibit 45.

New York, Nov. 31—1907.

Meeting of Joint Dist. Strike Committee, Bro. Welch in the chair.

John Pinches off the unfair list

Bro. Boehmen reported that John Pinches and Sons of New Brittan Conn. had signed a satisfactory agreement with the District Council of that city.

Request J. D. C. to take Pinches name from the unfair list.

Municipal Cont. Assn.

Communication from the Municipal Builders Asn. requesting a conference with a committee from that body received. Will meet this committee Mon. Nov. 25 at Park Ave. Hotel.

P. S. 88

Bus. Agt. Asher reported that Harry Barry and Co. had put the lumper Ginsberg off the job, hired their own foreman and men, and will finish up the job themselves.

P. S. No. 5

Bus. Agt. Erickson instructed to keep up investigation of P. S. #5, and find who is making frames and trim.

P. S. 153

Notify Bus. Agt. McGrath that Pinches is no longer on the unfair list, and to let them go ahead with the window frames.

Adjourned to meet Mon. Nov. 25 at Park Ave. Hotel.

Nichols, Corless
Welch, Budge Chas. A. Corless, Secy.
Harsch, O'Connor
John Pinches

New York, Nov. 27—1907.

Meeting of Joint Dist. Strike Committee.

F. T. Nesbet

Mr. Johnson and M. A. Reid of the firm of F. T. Nesbet and Co. appeared before the committee and signed agreement that their firm would purchase or use nothing but fair trim, sash, frames, etc in the future. The committe agreeing to Ex-

Complainants' Exhibit 45.

4 empt window frames and sash which they now have on several jobs.

F. T. Nesbet and Co. further agreeing that they will not, in the future, act as agents for D. M. Nesbet.

Request J. D. C. to take F. T. Nesbet and Co. from the unfair list.

Report came to the com. that Morganthaler had contract for trim on P. S. 140.

P. S. 140 Instruct Bus. Agt. Erickson that in case any of this trim comes on the job, he is to stop men at once. But is not to interfere on the job untill then.

5 In the mean time he is to endeavor to see the firm of Wm. H. Luth and Co. and inform them that this material is unfair. Notify Brooklyn Strike Com. of the action taken in the case of P. S. 140.

Adjourned to meet at Pak Ave. Hotel Mon. Dec. 2, and then at Headquarters, Thur. Dec. 5 at 7.30 P. M.

Harsch, Corless,
Nichols, Blumberg Chas. A. Corless, Secy.
Budge,
O'Connor,

6 New York, Dec. 5—1907.

Meeting of the Joint Dist. Strike Committee, Bro. Welch in the chair.

Buckley Con. Co. Agreement signed with the Buckley Construction Co. in which they agree to putchase or use nothing but fair material in the future, and the committee agrees to exempt the window frames for the Street Cleaning Dept. Stable at 180th St. and Webster Ave. Bronx.

Morganthaler's Trim Bus. Agt. Gleason reported that he had informed Mr. Luth that Morganthaler's trim might get him into trouble.

Complainants' Exhibit 45.

Ask Schratt what condition P. S. 143 is in. Also order him to appear before the committee, at our next meeting. — P. S. 143

Communication from Local 593 requesting that the Boylston Construction Co. be placed on the unfair list, as they owe one of the members of that Local the sum of $400.00. The above was refered to the Bronx Borough Com. — Com. from L. U. 593

Adjourned to meet Com. from Municipal Builders Assn. at Park Ave Hotel, Mon. Dec. 10—1907. And to meet again Thurs. Eve. Dec. 13 at 8.00 P. M.

Harsch, O'Connor,
Blumberg, Budge, Chas. A. Corless, Secy.
Corless, Welch.
Nichols,

New York, Dec. 12—1907.

Meeting of the Joint Dist. Strike Committee, Bro. Welch in the chair.

Mr. Gorganthaler and Mr. Luth appeared before the committee in an effort to settle the difirence between Mr. Morganthaler and the J. D. C. After a general discussion of the matter they retired and Mr. Morganthaler agreed that we should hear from him in a short time. — Morganthaler

Bro. Boehmen reported that the Frank Miller Co. of Bridgeport Conn. were working Eight hours per day. — Frank Miller Co. Bridgeport

Instruct Richmond Borough Bus. Agts. to be present at next meeting, and explain about sash on P. S. #13.

Instruct Bus. Agt. Towers to report on Morelands job on Armory at 62 St. Also on P. S. #14 at 225 E. 27 St. also to investigate P. S. #66 at 88 St. and Second Ave. and to report at next meeting. — P. S. No. 13 Moreland; P. S. No. 14; P. S. 66

Complainants' Exhibit 45.

P. S. No. 41 — Instruct Special Bus. Agt. Rice to report at next meeting and bring all the evidence he has in regard to the trim.

P. S. No. 14 — Notify Bus. Agt. Towers that in case any sash come onto P. S. #14 that he is not to let them be used untill he finds where they came from.

Bus. Agt. Hellen — Instruct Bus. Agt. Hellen to investigate job at Gates and Washington Ave., Brooklyn, and find where the sash came from.

Noels glass-ohuse — Instruct Bus. Agt. Towers to take steps to keep watch of Leon Noels glass house and find where the Bailey sash are going to.

Bradley — Notify Bus. Agt. Bradley that we must have a report (in person) from him, at our next meeting, as to what method he is pursuing in the case of the Bailey trim, which was reported to him.

Gibbons and — Notify Bus. Agts. Gibbons and Asher to report at next meeting, as to why they could trace none of the cars of Bailey trim, which were reported to them.

Gen. Pres. Hubber — Request Gen. Pres. Huber to allow Bro. Boehnen time to take up the unfair trim question.

Adjourned to meet Tue, Dec. 17 at 8 P. M.

Welch, Budge,
Nichols, O'Connor, Chas. A. Corless, Secy.
Blumberg, Corless

New York, Dec. 17—1907.

Meeting of J. D. C. Strike Com., Bro. Welch in the chair.

Bus. Agt. Towers instructed to prefer charges against Thos. Cockrell and Con. for violation of the Arbitration plan. Bus. Agts. Bickel and Lang reported on the sash for P. S. #13, Rosebank, S. I. and Bickel ordered to make a final and compleet report, tomorrow, Dec. 18.

Bus. Agt. Asher reported that he had visited the L. I. R. R. aYrd, at Jamaca, several times

Complainants' Exhibit 45.

and had been ordered out of the yard three times. 81
He also reported that Bro. J. L. Davis of L. U. 34 Page 16 had agreed to get information as to who was supplying the window frames for P. S. #90.

Also reported that the F. T. Nesbet Co. had made a contract with an ex-member (and scab) to lump the whole job at P. S. #56.

Decided to meet the Committee from the Municipal Contractors asn. at the Park Ave. Hotel Mon. Dec. 23, at 2 P. M.

Notified Bus. Agt. Bradley to appear before this Committee at our next meeting.

Adjourned to meet Thur. Dec. 19 at 7.30 P. M. 81
Welch Budge Chas. A. Corless, Secy.
Nichols Corless

New York, Dec. 28, 1907.

Meeting of J. D. C. Strike Committee, Bro. Welch in the Chair.

Hilderbrant Hilderbrant P. S. 12 and 129

Mr. Geo. Hilderbrant appeared before the Committee in regard to the trim for P. S. #12 and 129. He claims that there was no carving on either job, but admited after, that there was a pannel for #2, into which the words ("Girls Entrance") had been cut.

Bus. Agt. Erickson instructed to permit none of 81
the Morganthaler trim to be put up, at P. S. #140 untill so instructed by this Com.

Morganthaler trim P. S. 140 Bailey trim

Bro. Boehmen reported a number of cars shipped by Bailey of Patchogue, all of which had been reported to the Bus. Agt. into whos district they were supposed to go.

Several satisfactory reports were received from Bus. Agt. Asher in regard to Bailey trim.

Asher Gen. Pres. Huber

Communication from Gen. Pres. Huber, in regard to Bro. Boehmen working in conjunction with this Com. on the unfair trim question, was received and placed on file.

M. B. Asn. Local 575

Complainants' Exhibit 45.

Proposed agreement with the Municipal Builders Asn. was read and approved.

Communication from L. U. 575 was laid on the table untill after agreement with the Master Carpenters Asn.

Adjourned to meet Fri. Jan. 3, 8 P. M. at the Park Ave. Hotel.

Budge, Welch,
O'Connor, Nichols, Chas. A. Corless, Secy.
Harch Corless.

Man.
Brok.
Bronx
Rich.
Amalg.
Amalg.
Queens.

Strike Committee for the ensuing term—

Chris. Kelley, 870 Columbus Ave. City.

M. E. Nichols, 705 Franklin Ave., Franklin.

Chas. A. Corless, 287 East 141st St., Bronx.

Ed. L. Welch, 74 Columbia St., West New Brighton, S. I.

John O'Connor, 423 E. 161 St. Bronx.

W. J. S. McMillen, 269 W. 22 St.

A. Debard, Woodhaven, L. I. Tel. 4323 Chelsea.

New York, Jan. 7—1908.

Meeting of J. D. C. Strike Com. Bro. Welch in the chair.

New Committee went into the election of officers. Bro. Welch of Richmond was reelected as Chairman, and Bro. Corless of the Bronx as Secy. after which the committee took up the folowing business:

P. S. 140
Bus. Agt. Asher
Mortan Unfair List
Cockrell and Son
Bus. Agt. Lang

Bus. Agt. Erickson instructed to look after the Luth Co's Job (P S. #140 at 60th St. W. of 4th Ave. Brooklyn) also see the Gen. and Sub Contractors and inform them that Morganthalers trim can not be used.

McGrath

Notify Asher to appear at our next meeting, in regard to information from Jamaca Yard.

P. S. 28

Notify Mortan to appear at next meeting in regard to Bailey trim coming into Manhattan.

Request Secy. Treas. to forward all communica-

Complainants' Exhibit 45.

tions in regard to shipment of material, by firms on the unfair list, to this com.

Ask Bus. Agt. Towers what he had done in regard to the charges against Thos. Cockrell and Son. Instruct Lang to follow up the Grand stand job at St. George, S. I. and find where the sash and frames came from.

Instruct McGrath to find where window frames trim, etc. for Fire House at Rockaway ave. and ave. F, Brooklyn, are coming from.

Instruct Bus. Agt. Martin not to permit the erection of any of the Marvais trim at P. S. #28 at Center St., and Garretson Ave., Richmond. And aso to report present condition of the job, at our next meeting.

Instruct Storrey to look after Police Station and Night Court at 30th St. and find where the trim is coming from.

Night Court

Insturet Gleason to investigate Fire House at Myrtle Ave. and North Eliot Pl., and find where the trim is coming from. If this job is not in his district to turn instructions over to Bus. Agt. in that dist.

Gleason

Feser

P. S. 42

Instruct Ferer to look after Elephant House, Bronx Zoo and find where trim is coming from (Frames Ep).

Bus. Agt. Eger

Bro. Boehmen reported that he had brought sute against R. W. Lawrence for violating the Prevailing wage rate law, on P. S. #2 and had also filed complaint with the Board of Education. His action was concured in.

Mortan and Storrey

Bus. Agt. Eger was instructed to look after a number of public jobs in his district and find where the material is coming from.

Instruct Mortan to find where the trim for the Mercade Terminal job is stored and also to find where it camef rom, also to noityfy Story to look after the same.

Complainants' Exhibit 45.

2

Bus. Agt. Wolfinger

Notify Wolfinger that when Bro. Boehnen notifies him of the shipment of Bailey trim, that he is to accept it as a notification from this com. and to notify Bro. Boehnen at once of the result of his investigation and that he must attend the next meeting of this com.

Secy instructed to communicate with Gen. Pres. Huber in regard to the Hollow Steel trim, and try to make an appointment for a conference, between him and a part of this Com.

Steel trim

Adjourned to meet Thur. Jan. 9 at 8 P. M.

Wilch, Worrel,
Nichols, Corless, Chas. A. Corless, Secy.
3 O'Connor,

New York, Jan. 9—1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Erickson Bowers P. S. 28

Bus. Agt. Erickson to be notified to call on H. J. Bowers in regard to the Bailey trim at the Flatbush Ave. Church.

Bailey Trim

Bus. Agt. Martin reported that P. S. #28 was in no shape for trim. He was instructed to keep close watch of this job.

4

Macardo Terminal
Chataqua Mill
Long Beach Hotel
Bus. Agt. Gibons

Bus. Agt. Asher reported the destinations of a number of cars of Bailey trim. And that he had pid out $5.00 for expences. His action was concured in.

The question of expences in the trim question to be left in its present condition.

Mortan reported that Sloan and Miller had been working all summer on the trim for the Mercado Terminal. He also reportetd that he had been unable to get any trace of the trim shipped by the Chataqua Plaining Mill Co.

Bro. Boehnen was instructed to find if the F. T. Nesbet Co. ever had the contract for the Long Beach Hotel.

Complainants' Exhibit 45.

Bus. Agt. Gibbons reported that he was doing all in his power to get information in regard to the Bailey trim, but that up to date he had not met with success.

Buckley Co. Instruct Dalton to hold the Buckley Construction Co. to the terms of their agreement with us.

Adjourned to meet Thur. Jan. 16 at 7.30 P. M.

Kelley Welch
Nichols Worrel Chas. A. Corless, Secy.
Corless O'Connor

(By omission)

Bus. Agt. Erickson reported that he had stopped our men on P. S. 140 at 12 M Jan. 8 and that 7 men were involved.

New York, Jan. 16—1908.

Meeting of the J. D. C. Strike Com. Bro. Welch in the chair.

P. S. 140 W. C. Luth Co. Bus. Agt. Erickson reported that the W C. Luth job was in the same condition as when the men were taken out.

P. S. 42 J. J. Lawrence appeared in the interest of R. W. Lawrence in an effort to settle the trouble on P. S. #42. He admitted that the job had been taken too cheap, and that the men were only paid $3.00 per day. And it was decided that we would do nothing to let up on Lawrence, but would let the law take its course.

Mercado Terminal Notify Storrey that the men who demand the wages on the calamine work at the Mercade Terminal, are being laid off and other put in there places.

Adjourned to meet Sat. Jan. 18 at 3 P. M.

Nichols Worrell
Kelley O'Connor
Corless McMillen Chas. A. Corless, Secy.
Welch

Complainants' Exhibit 45.

New York, Jan. 20, 1908.

Meeting of J. D. C. Strike Com. Bro. Welch in the chair.

W. C. Luth Co.

Mr. Luth and P. J. Brennen appeared in an effort to settle the strike on the Luth job, against the Morganthaler trim.

P. S. 140

This matter was referred to Bus. Agt. Gleason. It was brought out that Driscol was using Morganthaler trim on P. S. 159. Mr. Luth agrees to have Driscol go with him and interview Morganthaler. And at the same time to have the carpenters in the Municipal Builders Asn. agree not to give any information to the Master Carpenters Asn. Will meet the committee from the Municipal Builders Asn. Fri. Jan. 31 at 8.00 P. M.

Municipal Builders

Have Eger look after job at Gates and Washington Ave Brooklyn, and report who is supplying the trim.

Insist on report from Flatbush Ave. Church.

Erickson Report from Feiser

Report Recied. from Fieser on Fire House (Belmont ave., From Elephant House Bronx Zoo, also partial from P. S. 43 Browns Pl.

P. S. 43

Feiser instructed to keep up his investigation of P. S. 43 and try to find where the trim came from.

Secy. Tres.

Ask Secy. Tres. if all Bus. Agt. reports on the unfair trim question are refered to this Committee.

Charges Cockrell and Son

Instruct Towers to go ahead and push the charges against Thos. Cockrell and Son.

Gleason

Notify Gleason to investigate and report on School houses in his district.

P. S. 142 Beatty

Bro. Boehnen reported that Mr. J. J. Lawrence had been to see Attorney Beatty, and that nothing could be done for him.

Gibbons

Report from Gibbons on car of Bailey trim.

Macado Terminal

Boehnen reports that Sloan and Moller are making the trim for the Macado Terminal.

Complainants' Exhibit 45.

Frank H. Rush Mortan

Send new man to see Frank H. Rush of 393 Green Ave., Brooklyn, (Bus. Agt. Eger).

Notify Mortan that he must furnish reports on the unfair trim coming into his district Also prefer charges against him, for neglect of duty.

Evidence against Cockrell

Notify Towers that Boehnen has evidence in the Cockrell case, and that he shall get it for use at the trial.

Quinn

Request Vice. Press. Quinn to not interfere in the work of this committee.

P. S. No. 14

Notify Towers to appear at next meeting with report on P. S. #14, 225 E. 27 St. Also to report on Nurses home Belvew Hospital. He to furnish witnesses in each case.

Towers Mortan

No report from Mortan on Car #3850.

Asher Reports

Asher reported the delivery of a number of cars through the Jamaca Terminal.

R. J. Mahoney Gibbons P. S. No. 13

Notify Gibbons to investigate the Bailey material being used by R. J. Mahoney and report at next meeting.

Instruct Bus. Agt. Martin to investigate P. S. #3 at Rose Bank S. I.

Adjourned to meet Thur., Jan. 23 at 8.00 P. M.

Kelley	Welch
Nichols	O'Connor
Corless	McMillen
Worrell	

New York, Jan. 23—1908.

Meeting of J. D. C. Strike Committee, Bro. Welch in the chair.

P. S. 28

Bus. Agt. Martin reported that the sash and trim for P. S. #28 Richmond, S. I. were being furnished by the J. Marcus Woodworking Co.

Marcus

Trim Men off P. S. 28.

Decided to take imediate action on this job, and Bus. Agt. Martin was ordered to take men off.

34 P. S. 13

Martin also reported that P. S. #13, Rose Bank, S. I. was practically completed.

Bickel P. S. 13

Secy instructed to record the fact that Bickel had failed to make final report on P. S. #13 as he agreed to do.

Night Court W. 30th St.

Mortan reported that he had good reason to believe that the trim for the Night Court and Police Station on West 30th St. was coming from out of town. He will keep watch of this job and also see Mr. Nesbet and try to find who is supplying the trim.

Mortan unfair trim

35

Mortan reports that he had made a thorough search for the car of Bailey trim, also for the car from the Chataqua Plaining Mill Co. and had been unable to get any information.

P. S. 14

Towers reported that he had investigated P. S. #14 and had been unable to get any information in regard to the frames and trim.

R. J. Mahoney

Kelso reported that he had called at R. J. Mahoney's office but had not been able to find him, but had seen his Supt.

Gibbons

Kelso instructed to see Mr. Mahoney, and endevor to find when the Bailey material was ordered.

36

Gibbons reported finding the Bailey material on Mahoneys job at Bay Side, L. I.

Adjourned to meet Thur. Jan. 30, at 8.00 P. M.

McMillen, O'Connor,
Worrel, Corless, Chas. A. Corless Secy.
Welch, Kelley

New York, Jan. 30—1908.

Meeting of J. D. C. Strike Com. Bro. Welch in the chair.

Pat Sullivan

Pat Sulivan appeared before the committee in regard to him signing a bond with the Municipal Builders Assn. and stated that he was afraid that the bond might interfere with his agreement with us.

Complainants' Exhibit 45.

Morganthaler

Mr. Luth and Mr. Morganthaler appeared in an effort to have the trouble between them and the J. D. C. settled. Corless and Boehmen that Morganthaler was here by their request as they had been in conference with both him and his father yesterday. 81

Mr. Morganthaler wanted untill July 1st to work some of his contracts.

It was decided that we will permit him to work fifty four hours per week untill May 1st provided he singnes agreement to unionize his shop at once and to work under our trade rules from that date.

Flatbush Ave. Church

Bus. Agt. Erickson reported that the Flatbush ave. Church was completed. 81

Bailey trim

Boehmen reported the shipment of several cars of Bailty trim, and that work was geting slow in the Bailey shop.

Kernan Con. Co.

Have Towers investigate the job of the Kernan Con. Co. as it is supposed that a car of Bailey trim had been shipped to them on Jan. 21.

Cockrell

Instruct Towers to at once prefer charges against Cockrell and Son.

Notify Towers to appear before this Committee at our next meeting.

Ellis Isl.

Notify Storrey to investigate new buildings on Ellis Island.

Gleason

Notify Gleason to investigate job at Gates and Washington Ave. and report at our next meeting. 81

Eger

Report from Bus. Agt. Eger received and filed.

Adjourned to meet with Com. from Municipal Builders Asn. at Park Ave. Hottel Fri. Jan. 31, at 8.00 P. M.

Kelley Corless
Nichols O'Connor Chas. A. Corless,
Worrell McMillen Secy.
Welch

Members at conference Jan. 31
Welch, Nichols, Corless.

Complainants' Exhibit 45.

40 New York, Feb. 4, 1908.

Meeting of J. D. C. Strike Committee Bro. Welch in the chair.

Morganthaler — Bro. Boehnen presented agreement which had been signed by Jacob Morganthaler's Sons, and the same was indorsed.

Cockrell charges — Bus. Agt. Towers reported that he had turned the Cockrell charges over to Arbitrator Neal. Report to the J. D. C. that these charges are now in the hands of the arbitrators and nothing is being done with them.

Nurses Home — Towers reports that there is no material at the
41 Nurses home at Belvue Hospital except the window frames and that there is nothing doing on the 27th St. School.

P. S. No. 14 Pathological Hospital Bayside Job — Also that theer is a Cockrell signe on 27th St. at Belvue Hospital.

Greenpoint Branch Bronx Eng. — Notify Gibbons that R. J. Mahoney claims that he has nothing to do with the job at Bayside. And that he is to make farther investigation.

Communication from Greenpoint Branch rec'd and filed.

Also from Bus. Agt. Bausher in regard to the Bronx Civil Engineers office. Referred to Boehnen.

From Bus. Agt. Feiser, refered to Boehnen.

42 Stand pat on our own agreement with the Municipal Builders Asn.

M. B. Asn.

Drop charges against Mortan.

Mortan — Adjourned to meet subject to call.

Kelley, Welch,
Nichols, O'Connor,
Corless McMillin Chas. A. Corless,
Worrell, Secy.

Complainants' Exhibit 45.

New York, Feb. 10—1908. 81

Meeting of the J. D. C. Strike Committee at the call of Bus. Agt. Mortan. Bro. Welch in the chair.

Bus. Agt. Mortan reported that two loads of sash from Baileys had been delivered the Currier Con. Co. at 46th St. and Broadway, and that more was to come.

Bailey Sash

Bus. Agt. Kelso instructed (in conjunction) with Bus. Agt. Mortan to remove men from the job.

Mortan reported that he suspected that the Bailey frames shipped to Pier 52 had been transferred to James Slip, and that he is making a search for them.

Pier 52

Adjourned to meet at Park Ave. Hotel Thur. Feb. 13 at 8 P. M.

Kelley O'Connor
Nichols MacMillan R. J. S. MacMillan
Welch Acting Secy.
Worrell

New York, Feb. 13—1908.

Conference with Municipal Builders Assn. at the Park Ave. Hotel.

Welch Boehmen (Gen. office)
Corless
MacMillan
Worrell

New York, Feb. 15—1908.

Meeting of the J. D. C. Strike Committee. Bro. Nichols in the chair.

Bus. Agt Mortan reported that he had taken the men off the Currier Con. Cos. job at 46th St. and Broadway (14 men involved) and that an agreement had been signed by Walter J. Soloman, to use nothing but fair trim and that he had agreed

Complainants' Exhibit 45.

46 to protest to Bailey against the conditions he is runing his shop.

The agreement was endorsed by the Committee.

Bay Side Job — Instruct Bus. Agt. Gibbons to meet Kelso Tuesday at 10 A. M. They to take up the case of the Bay Side job and try to find who is the builder.

J. Marcus — Bro. Boehnen reported that an agreement had had been made with the J. Marcus Woodworking Co. wherby their shop is to be unionized.

J. Marcus — Agreement endorsed by the Committee.

Bailey trim — Bus. Agt. Mortan reported that a car of Bailey trim had been delivered to Batha Alken (?) in Brooklyn.

47 Instruct Bus. Agt. Wolfinger to investigate.

P. S. No. 14 — Instruct Towers to make a thorough investigation of the School on East 27 St. and report at our next meetitng.

P. S. No. 89 — Instruct Gibbons to keep watch of the Elmhurst School and see if the trim does not come from Hornell, N. Y.

Bronx Wood Work Co. — Notify Gleason that we can find no Bronx Woodworking Co. in the city and that he is to investigate and find where this trim comes from.

Adjourned to meet Thur. Feb. 20 at 7.30 P. M.

Kelley Worrell

48 Nichols Macmillan

Corless O'Connor, Chas. A. Corless,
Secy.

Feb. 21 Conference with the Municipal Builders Assn. at Park Ave. Hotel. Agreement adopted.

Corless Kelley, Nichols,
Welch, O'Connor, Mac Millan.

Complainants' Exhibit 45.

New York, Feb. 27—1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

P. S. No. 28 — Bus. Agt. Martin reported that the carpenter boss on the Richmond school had discharged two of our men because they went on strike, and that all the men were taken off the job.

P. S. No. 28 — Boehnen and Martin to see Mr. Rice and see what can be done in the interest of the two men who were discharged.

P. S. No. 13 — Martin reported that the School building at Rose Bank is completed.

St. George Terminal — Also that the men employed on the new ferry slip at St. George, L. I. were being paid less than the prevailing wage rate.

Unfair Trim — Boehnen reported a number of cars of unfair trim.

Find what Mortan has done in regard to the sectional house for the dog show at Madison Sq. Garden.

Get correct address, from Towers, in regard to the job being done by the Kernan Con. Co. in Brooky.

Kernan Con. Co. P. S. No. 14 — Demand information from Towers in regard to 27th St. School.

Long Beach — Bus. Agt. Asher to place men on the Long Beach job, to get evidence against Nesbet, Boehnen to act in conjunction with Asher.

Bausher — Instruct Bausher to investigate Prespeteran Church in Van Nest.

Van Nest

Dalton to investigate Church in Kingsbridge.

Dalson Kingsbridge

Feiser to investigate church at 688 E. 145 St.

Bus. Agts. Reports — Demand reports from Bus. Agts. or take action against them.

Bay Side job — Get report from Gibbons and Kelso on the Mahoney job at Bay Side, L. I.

Belvue Hospital — Towers to get witnesses on the window frames for the Nurses home at Belvue Hospital.

Kelley

Complainants' Exhibit 45.

New York, Mar. 5—1908.

Meeting of the J. D. C. Strike Com. Bro. Welch in the chair.

Bay Side Job — Report from Gibbons and Kelso in regard to the Bay side job rec'd and filed.

Bailey — Gibbons instructed to keep after the contractor and get Bailey to headquarters, as soon as he gets back from Cuba.

Boller and Son — Morton reported that Markham and Miller were using the Boller and Sons trim on a church at 117th St. between Park and Lexington Ave. and that the boy is kept busy tracing them.

Pay for boy — Endorse action of Fetherston, in paying the boy $10.15 without waiting for the J. D. C. to meet.

Request J. D. C. to empower Fetherston to pay boy $1000 per day as long as we need him.

Gibbons Asher and Lynch — Reports from Bus. Agt. Gleason, Eger and Lynch.

Long Beach — Instruct Bus. Agt. to keep all men away from Long Beach job except those required to get evidence.

Communication from Wm. Burns, sub Contractor for P. S. 28 read and filed. Burns to be notified to appear before this Committe Thur. Mar. 12.

Chas. A. Corless,
Secy.

Welch	Worrell
Kelley	O'Cinnor
Nichols	
Corless	

New York Mar. 10—1908.

Conference with Municipal Builders Asn. at the Park Ave. Hotel.

Chas. A. Corless,
Secy.

Welch,	Nichols
O'Connor	MacMillan

Complainants' Exhibit 45.

New York, Mar. 12—1908.

Meeting of the J. D. C. Strike Committee Bro. Welch in the chair.

Long Beach

Bus. Agt. Asher reported that Nesbet claims to have nothing to do with anything at Long Beach except the Board Walk.

Long Beach

Asher instructed to keep watch of the whole job.

Bus. Agt. Eger reported that the trim for the Fire house at Himrod St. and St. Nicholas Ave., Brooklyn comes from F. S. Carmack 500 Fifth Ave.

P. S. No. 17

Kelso reported that the contract for the trim for P. S. 17 had not been let (Clark and Stone, Gen. Con.)

Nesbet charges

Bro. Boehnen reported that Nesbet had requested that the charges against his firm be withdrawn.

Decided that as the matter was now out of our hands, to let the case take its course.

Hilderbrant Red Bank Trim Jamaca

Bro. Boehnen reported that interviewed Hilderbrant and straightened out a part of his trim contract. Also that he expected to go to Red Bank, N. J. tomorrow and straighten out the Waters and Osburn shop. He also reported the shipment of a number of cars of unfair trim through Jamaca. But that none of them had been traced to this city.

Boler and Sons

The case of Boler and Sons trim was refered to the Manhattan Strike Com.

Mortan

Bus. Agt. Morton reported that there was no unfair trim coming over the East River. And that he had the boy on track of the Hornillsville trim.

Adjourned to meet Tue. Mar. 17 at 8 P. M.

Chas. A. Corless
Secy.

Nichols Corless
MacMillan Debard
Welch

Complainants' Exhibit 45.

New York, Mar. 17—1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Instruct Mortan to see Cockrell in regard to the material for the Pathological Hospital and dormtory at Belvue Hospital, and inform him that we know he is geting nine hour figures (through Jas. Elger) for the trim.

Instruct Mortan to see J. F. Walsh of 351 Park Ave, in regard to additions F. Metropolitan Museum of Art, and warn him against geting trim in violation of the law.

Asher — Report red from Asher in regard to non-union trim.

Ask Mortan if he has investigated the Harvey Mordock job at L. I. Colledge Hospetel and seen Mr. Mordock in regard to the trim.

Adjourned to meet Thur. Mar. 19 at 8 P. M.

Chas. A. Corless,
Secy.

Welch, O'Connor,
Nichols, MacMillan
Corless,

New York, Mar. 19—1908.

Meeting of the J. D. C. Strike Committee Bro. Welch in the chair.

Harvey Mordoc — Report from Mortan in regard to the Harvey Mordoc job at L. I. Coledge job rec'd and filed.

Report from Bus. Agt. Eger rec'd and filed.

Take boy off tower Crotona Park — Instruct Mortan to take boy of the tower untill farther orders from this Committee.

Instruct Feiser to investigate Grand Stand in Crotona Park and find where material is coming from. Also to find which trim firm has shop or

Complainants' Exhibit 45.

from. Olso to find which trim firm has shop or 81
ofice at 132 St. and St. Anns Ave.

Adjourned to meet Thur. Mar. 26—at 8 P. M.

Chas. A. Corless,
Secy.

Kelley Corless
Nichols MacMillan
Welch O'Conner.

Report on Agreement with Municipal Builders Asn.

New York, Mar. 19—1908.

The Strike Committee having the Municipal 81
and Public work and the enforcement of the 8 hour law in charge, has after long negotiations succeeded in obtaining a satisfactory agreement with the Municipal Builders Asn.

This agreement which we here with submit gives all that we had contended for.

There are 25 firms connected with this Municipal Builders Asn., and about the same number who do Municipal work, independent, not members of the Asn.

It will there for be nesicary and your committee has agreed to compell these indeyendents to observe the same conditions. Either in law or other- 81
wise. We have further agreed that any diferences which may arrise between this organization and the Municipal Builders Assn. shall be settled by a committee of two from each organization to arbitrate such difrences. Said arbetration however is not producing a satisfactory result, to us, is not final.

As the conclusion of this work will nesicarily have to be done by the J. D. C. Strike Com. we would recomend that the J. D. C. Strike Com. be

Complainants' Exhibit 45.

empowered to select a sub Committee from among its members to adjust any such matter when nesicary.

We farthe recoment that the Joint Dist. Secy. Notify the Municipal Builders Asn. of any mills or shops Either placed on or taken off the unfair list. Farther that the Label Com. be instructed to maile to all members of said Asn. our list of union shops and mills, each month.

Also that each Bus. Agt. be furnished with a list of the membership of the Municipal Builders Asn. in order that if any dificulty should arrise on any of their jobs, he may be enabled to call the Joint Committee for a settlement of such grievance, as the agreement provides that no strikes are to be called on said work of the members of the Municipal Builders Asn.

The foregoing report and recommendations were approved and concured in by the J. D. C. Thur. Mar. 19—1908.

Chas. A. Corless,
Secy. J. D. C. Strike Com.

New York, Apr. 2—1908.

Meeting of the J. D. C. Strike Committee. Bro. Welch in the chair.

Feiser — Report from Bus. Agt. Feiser recd and filed.

MsGrath — Report from McGrath in regard to pumping station on Remsen Ave. Brooklyn. Reed and filed and the Secy instructed to give McGrath instruction how to proceed in the case.

City record — Secy. instructed to subscribe for the City Record for the use of this Committee.

Trade Board J. H. Parker — The sub Committee which acted on the Trade Bord for the trial of the charges against the John H. Parker Co. reported that the charges had been sustained and that it had been proven that the

lumper Torkel Lawson had paid less than the prevailing wage rate. 81

Adjourned to meet Thur. Apr. 9 at 8 P. M.

Kelley, Corless,
Nichols, De Bard,
Welch, O'Connor,
MacMillen,

Chas. A. Corless,
Secy.

New York, Apr. 9—1908.

Meeting of the J. D. C. Strike Committee. Bro. Welch in the chair. 81

Flatbush Ave. Station

Instruct Woolfinger to refer the question of unfair frames on Flatbush Ave. Station to the Brooklyn Borough Com.

Y. M. C. A. L. I. City

Instruct Gibbons to inspect Y. M. C. A. job in Long Island City and get all information possible in regard to the job.

St. eGorge Terminal

Bus. Agt. Lang reported that the Gen. Contractor for the terminal at St. George S. I. was Wm. A. Engemann of # 41 Park Rowe. That the contract was let Dec. 12—1907 and that he had a man (Ike Anderson Local 606) on the job to get evidence.

He also presented an affidavit from Anderson in which he declared that he had received less than the prevailing rate of wages.

Bro. Boehnen was instructed to take the matter up and confer with Attorney Beatty, and see what is the best course to persue.

Gibbons and Kelso

Notify Gibbons and Kelso to appear before this Com. at our next meeting.

P. S. No. 14

Notify Towers to investigate 27 St. School at once and report in person at our next meeting.

Decided to discontinue pay for information from

Complainants' Exhibit 45.

70 Jamaca Terminal

Jamaca terminal, and Secy instructed to notify Asher of this decision.

Mortan Eger Fire House

Instruct Mortan to appear at our next meeting.

Instruct Eger to investigate fire House at Himrod St. and St. Nicholas Ave. and report what condition the job is in.

Cumberland Hospital Blackwells Island

Also to investigate job at Cumberland Hospital and endevor to get man on, for information.

Instruct Towers to investigate Morgue and Laboratory Residence and two new Hospital Buildings all on Blackwells Isl., Nurses residence on Randels Isl. And the fire repairs on P. S. 47 —255 E. 23 St. Also Municipal Lodging House, near First Ave.

P. S. No. 27

71 Nurses Home

Instruct Blumberg to investigate Nurses Home 136 St. near Lenox Ave.

P. S. No. 8

Instruct Dalton to investigate repairs to P. S. # 8 at 209 St. and Hall Ave.

F. D. repair shop

Instruct Kelso to investigate addition to Fire Dept. repair shop at 12th Ave. and 56th St.

Adjourned to meet Fri. Apr. 10 at 7 P. M.

Nichols, Corless
Welch Mac Millen
Kelley
De Bard

Chas. A. Corless,
Secy.

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New York, Apr. 10—1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Astoria Grand

Bus. Agt. Gibbons reported that Wm. Burns was the reputed carpenter boss on the Grand stand at the Athletic Field, Astoria, L. I.

P. S. No. 14

Towers reported that he could get no information in regard to the material for the 27 St. School. And that he would pull the men if the information was not forthcoming, in the morning.

Towers was authorized to pull the men on this

Complainants' Exhibit 45.

job, if he could not get the required information 81

Instruct towers to place men on Jacobson's job on Blackwells Isl., to get evidence.

Blackwells Island Boy laid off

Mortan appeared and stated that he had laid the boy off on Mar. 28 and the explanation was accepted by the committee.

Bus. Agts.

Instruct all Bus. Agts. to send all communications for this Committee direct to the Secy of the Com.

St. Georg Terminal Elmira D. C.

Instruct Boehnen to hold up the St. George case untill we can secure more witnesses.

Communication from Elmira B. C. turned over to Bro. Boehnen.

Adjourned to meet Apr. 16—at 8 P. M. 81

Welch, Corless,
Nichols, Mac Millen, Chas. A. Corless,
Kelley, O Connor. Secy.
Debard,

New York, Apr. 16—1908.

Meeting of the J. D. C. Strike Com. Bro. Welch in the chair.

P. S. No. 14

Mr. Moreland appeared before the committee in an effort to settle the trouble on P. S. #14.

The case was left in the hands of Boehnen, Towers and Moreland.

Cockrell

Concur in the actions of Boehnen and Beattie, and Beattie is to file protest against Cockrell, in the Comptrollers office. 81

Brooklyn Fire Station

Bus. Agt. Eger reported on the material for the Brooklyn Fire Station, and statted that there had been 108 days time put in at the job, in cleaning up and furnishing the F. S. Carmack train.

This matter was laid over untill the next meeting of the Joint Trade Board.

P. S. No. 17

Bus. Agt. Towers reported that he had found two scabs on P. S. #17 and that he had one that he had one union man there for a witness.

Complainants' Exhibit 45.

The action of Bus. Agt. Towers was endorsed by the committee.

Erickson — Instruct Erickson to investigate job at Cumberland St. Hospital.

Piers 57, 58, and 59 — Notify Mortan to see R. P. and J. H. Staats Contractors for the sheds at Piers 57, 58 and 59 W. R. and are using Bosserts frames, sash and glass. Mortan to inform them of the law, and that we do not handle Bosserts trim. Also refer this matter to the Manhattan Strike Com.

Bosserts Trim and sash

Adjourned to meet Sunday, Apr. 19—at 9.30 A. M. at Bro. Boehnens home.

Kelley, De bard,
Nichols, Mac Millen,
Corless, O'Connor, Chas. A. Corless,
Welch, Secy.

New York, Apr. 23, 1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Mortan Piers 57, 58 and 59 — Reports from Mortan on the L. I. City Y.M.C.A. and the sheds at Piers 57, 58 and 59, N. R. received and filed, and Mortan instructed to again see the Staats Co. and inform them of the law.

F. D. repair shop — Report from Kelso in regard to the addition to the Fire Dept. Repair Shop received and filed.

Report from Asher in regard to P. S. 81 received and filed.

Dalton — Report from Dalton in regard to temporary School at 208 St. and Hall Ave. Received and filed.

Gibbons — Report from Gibbons in regard to L. I. City Y.M.C.A. Grand stand in L. I. City and Queens Borough Bridge, Received and filed.

Weekly reports — Instruct all Bus. Agts. to make weekly reports to this committee in regard to all jobs placed in their hands by us.

Complainants' Exhibit 45.

Ex. com.

Request Secy. Tres. to call a meeting of the Executive Committee to take up the Cockrell case, in conjunction with this Committee. 81

Adjourned to meet at the call of the Secy.

Kelley, Mac Millen,
Welch, O'Connor,
Nichols, Corless Chas. A. Corless,
Secy.

Present Sunday Apr. 19
Mac Millen
Corless

New York, Apr. 30, 1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair. 81

St. George Terminal

Report from Lange, in regard to the St. George job reed and filed.

St. George Terminal

Action of Lange and Boehmen in regard to St. Georg job, Concured in.

Rush Met. Mus. art P. S. No. 14

Refer the case of Rush's trim to Mortan.

Report from Mortan in regard to Metropolitan Museum of art reed and Mortan is to keep watch of this job.

Report from Bro. Welch in regard to Trade Boards action in the case of Moreland on P. S. 14. received and concured in.

Seas View Hospital

Mortan reported that he had seen Luke A. Burke in regard to the new Statten Island Hospital. Report recieved and Bus. Agt. Lange will keep watch of the job. 81

Moreland

Bus. Agt. Towers to be instructed to see that the Moreland had signed the agreement.

Blackwel Island

Secy. to communicate with Towers in regard to the Blackwells Island jobs, and get reports in by next Thur. Eve.

Muligan

Mulligan's Library job, placed in Mortans Hands.

Feiser

Report from Feiser rec'd and filed.

Complainants' Exhibit 45.

82 P. S. No. 90, 56, 88, 91

Report from Asher on Public Schools # 90, 56, 88 and 91 Reed. and filed.

Committee went into conference with the Ex. Committee and with them decided to make a protest against both Cockrell on the Pathological Hospital and Wm. Engeman on the St. George Terminal.

Ex. Com.

Adjourned to meet Thur. May 7 at 7.00 P. M.

Welch O'Connor
Kelley Corless Chas. A. Corless,
Mac Millen Secy.

New York, May 5, 1908.

83 Meeting of the J. D. C. Strike Committee on the call of Bus. Agt. Lange.

Bros. Kelley and Welch in the Chair.

St. George Terminal

Bus. Agt. Lange reported that he had taken the men off the Terminal job at St. George. And stated that Mr. Gustave Kaufman, Enginer for Wm. Engeman, had offered to pay the union wages and work the proper hours provided we would withdraw the charges and complaints against them.

84 Secy. and Bus. Agt. Lange to see Attorney Beattie in the morning and see what we dare do in this case.

Erickson

Erickson reported that the Board of Health Building on Fleet St. and the Cumberland St. Hospital were not started.

Mortan

Secy. reported that he had refered the Muligan Library job, and the Ellis Island job to Mortan. Secy's action concured in.

Towers

Reports from Towers received and filed.

Towers to see Kelley and Kelley and inform them that the Painted Post Lumber Co. are not complying with the law.

Adjourned to meet Thur. May 7 at 7.00 P. M.

Kelley O'Connor
Nichols MacMillen Chas. A. Corless.
Welch Corless

Complainants' Exhibit 45.

New York, May 7, 1908. 81

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

St. George Terminal

Corless reported that it had been agreed, with Engemans attorney, to permit the men to go to work on the St. George terminal and that the protest against Engeman would be withdrawn when the agreement was signed.

Bus. Agt. Lange sent in agreement signed by Gustave Kaufman, for. Engeman. Which was approved and filed.

L. U. 471

Communication from Local 471 refered to Manhattan Strike Com. 81

Asher

Report from Asher on Schools 90, 56, 88 and 81 rec'd and filed.

Cockrel

Secy instructed to confer with Boehmen in regard to the Cockrel Case.

Mt. Vernon School

Bus. agt. Bausher reproetd that there was a new school house going up in Mt. Vernon, and that Wilson and Adams were supplying the window frames (O'Connell and Hannon Gen. Conts)

O'Connor	Mac Millen	
Kelley	Corless	Chas. A. Corless,
Welch	Debard	Secy.
Nichols		

New York, May 14, 1908. 81

Meeting of the D. J. C. Strike Committee, Bro. Welch in the chair.

Tisdale Shop

Bus. Agt. Asher instructed to investigate the Tisdale shop in conjunction with Bus. Agt. Gibbons and report conditions in shop, as Tisdale is to furnish material to Stapleton for P. S. 81.

Stapleton P. S. 81

Asher reported that Stapleton had come to his house and reported that he had given the contract for the trim for P. S. 81 to Bossert. Also reported on all other school house jobs in his district.

Coney Isl. Hospital

Instruct Erickson to see Gordon and find what

Complainants' Exhibit 45.

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men worked on the frames for the Coney Island Hospital. R. E. Heningham Gen. Con.

Board of Health

Report from Erickson on the Board of Health Bld. and the Cumberland St. Hospital, Recd and filed.

Nelson shop

Wolfinger reported that the Nelson shop had been unionized.

Mortan

Reports from Mortan on the Met. Museum of Art, and the L. I. City Y.M.C.A. Recd and filed.

Mt. Vernon School L. U. 309

Mr. Vernon School House job referred back to Bausher for further information

Communication from L. U. 309 in regard to Chas. Leiberg, refered back to J. D. C. with the request that it be refered to the Executive Com. to find pla nof action.

189

Boehnen reported that the Waters and Osborn shop at Red Bank N. J. had been unionized.

Kelley and Kelley L. I. C. Hosp.

Boehnen instructed to take up the case of Kelley and Kelley on Blackwells Isl. work.

Notify Hellen to take care of the Long Island Hospital Job.

Path. Hosp.

Action of Towers and Boehnen on the Pathologic Hospetal job endorsed.

Instruct Bus. Agt. to see Philip Bologh of 2572 Park Ave. in regard to H. and L. House 56 Brooklyn.

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P. S. 101 and 160 Sea View Hospital

Action of Boehnen in regard to P. S. 101 and 160 Endorsed.

Instruct Bus. Agt. Lange to report on the Sea View Hospital job at once.

Report from Bausher recd. and filed.

Board of Education Building Piers 57, 58, 59

Notify Towers that we must know where the trim for Board of Education Building is coming from, by next meeting.

Instruct Mortan to investigate Piers 57, 58 and 59 North River, and find where the frames and sash are coming from.

Kelley Mac Millen
Welch Corless Chas. A. Corless,
Nichols Debard Secy.

Complainants' Exhibit 45.

New York, May 21—1908.

Meeting of the J. D. C. Strike Committee Bro. Welch in the chair.

Wilson and Adams

Bus. Agt. Bausher reported that the Wilson and Adams shop had been running 9 hours per day from Apr. 21.

Bausher to keep watch of the job and endevor to get further information.

P. S. 28

Notify Lange to return men to work on P. S. 28 tomorrow morning.

Report from Ericson on the Coney Island Hospital (Gordon's job) received.

Notify John Faigil 170 Jefferson St. Brooklyn and Chas. Scholner 165 Hamburg Avenue Brooklyn to be present at the next meeting of this Committee, Tus. May 26, and state what they know about making the frames in Stanley and Uncles shop.

Feiser and Storrey

Notify Bus. Agt. Feiser and Storrey to be present at the next meeting of this Committee.

Welch Kelley
Nichols MacMillen
Corless O'Conner. Chas. A. Corless,
Debard Secy.

New York, May 26, 1908.

Meeting of the J. D. C. Strike Committee.

Report from Bus. Agt. Gibbons on the Teasdale shop recieved and filed.

Report from Mortan on the Queens Public Library recieved and filed.

Adjourned to meet May 28, 8 P. M.

O'Conner, Kelley,
MacMillen, Corless, Chas. A. Corless,
Secy.

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New York, May 28—1908.

Gordon Job

Meeting of the J. D. C. Strike Committee Bro. John Faigel of L. U. 258 appeared and stated that he was working for Gordon on P. S. 80 and 91 and is now on the Coney Island Hospital, and that he made the first storrey frames in Stanley and Uncles yard and that . did all the work by hand.

Wolfinger

Report from Wolfinger rec'd and filed.

P. S. 153

Report from McGrath on P. S. 153 rec'd and filed.

Action of Boehnen in the above case was endorsed.

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Bossert Trim

Notify Manhattan Strike Com. that Bossert has contract for trim for job at 50th St. and Broadway.

Lahey Jobs

Notify Towers to keep watch of all of Laheys work, and endevor to get evidence.

Board of Education Building

Notify Towers to see if Morganthaler has any thing to do with the trim for which the Board of Education Building.

Mortan

Report from Mortan on Public Library rec'd and filed.

Feiser

Report from Feiser rec'd and filed.

Notify Feiser to keep watch of P. S. on 157 St. and get evidence that the trim comes from Bailey.

96

Blumberg

Report from Blumenberg rec'd and filed.

Communication from the Architect for the Board of Charities rec'd and filed.

Notify Peterson

Notify Peterson to look after Carnigie Library at Hopkinson and Macon Sts. Howerd J. Smith Carpenter, Contractor) and find where trim comes from.

P. S. No. 4

Ask Storrey where the frames for P. S. #4 Rivington St. come from.

Piers 57, 58, 59

Instruct Storrey to investigate Piers 57, 58, and 59 North River and find where frames and sash come from.

Complainants' Exhibit 45.

Snair and Triest

Ask Storrey what piers Snair and Triest have on the East River.

Debard MacMillen
O'Connor Corless Chas. A. Corless,
Kelley Secy.

New York, June 4, 1908.

Meeting of the J. D. C. Strike Committee Bro. Welch in the chair.

P. S. 64

Boehnen reported that a protest had been made by the Municipal Builders Asn. against the action of one of our Bus. Agts. in taking the men off the job of John Kenidy and Sons at P. S. 64.

The Secy reported that he had notified the Bus. Agt. to return the men at once and to report all the details of the case to this Committee.

Action of the Secy. was concured in.

Request J. D. C.

Request the J. D. C. to notify all Boroughs and Bus. Agt. to call no strikes on the work of members of the Municipal Builders Asn., and that they order the men returned to work at once, on the jobs of John Kenidy and Son and R. E. Heningham.

Coney Isl. Hospital

Refer the question of the frames for the Pathological Hospital to Towers and Boehnen for adjustment.

Pathological Hospital Mt. Vernon School

Bus. Agt. Bauscher reported that he had been unable to get any evidence in regard to the frames for the Mt. Vernon School.

Ryan jobs

Ryans jobs on Blackwells Isl. left in the hands of Towers.

Report from Feiser in regard to 157 St. school reed and filed.

P. S. No. 3

Adjourned to meet Friday June 5 at 8 P. M.

Kelley Nichols
Welch Dabard Chas. A. Corless,
O'Connor Corless Secy.
MacMillen

Complainants' Exhibit 45.

New York, June 5, 1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Piers 57, 58, and 59. Storrey reported that there was no carpenter work being done on Piers 57, 58 and 59.

And that he had been informed that the sash for the Public Bath at Carmine St. were coming from Pinches (Chas. Peckworth Gen. Con.)

Teasdale shop Boehmen reported that the Tisdale shop is at Orchard St. and Boulevard Astoria and that there are sixty men in the shop working sixty hours per week.

Weisberg and Mark Also that the Weisberg—Mark Co. of Orchard St. and Boulevard Astoria were paying $2.00 per day and that this firm had a big job in Blumenbergs district.

Coney Isl Hospital Frames P. S. 81 Also that he and McGrath had been to see Heningham in regard to the Coney Island Hospital, and that the men were put back to work.

Have Asher find who made the frames for P. S. 81 (in Stapleton shop) and get their Local Union number and address.

Gibbons Report from Asher on P. S. 56, 88 and 81 reed and filed.

Notify Gibbons to be present at our next meeting, without fail.

P. S. No. 4 Get reports from Storrey on P. S. #4 Rivington St. trim supposed to come from McConnell of Hornell.

Complain to J. D. C. Rich Bro. Board of Deligates If reports are not in by next meeting complaints will be made to the J. D. C.

Communication from Richmond Board of Delegates recieved and filed and secy will reply.

MacMillen Welch
Kelley O'Connor
Nichols Corless Chas. A. Corless,
Secy.

Complainants' Exhibit 45.

New York, June 11, 1908.

Meeting of the J. D. C. Strike Committee Bro. Welch in the chair.

Boehnen vs. Wille decision

Bro. Boehnen reported that the Appellate Division of the Supreme Court had decided against us in the case of Boehnen v. Wille and the City of New York, and presented a type written decision which is to be filed with the Secy. Tres.

Tisdale shop

Gibbons reported that he did not understand what was expected of him, in regard to the Tisdale shop, and that he could have told us at any time where the shop was located.

Com. with Huber

Secy instructed to communicate with Gen. Pres. Huber, stating conditions existing between the Brooklyn Borough Com. and this committee, and inform him of the work which Bro. Boehnen has done and is doing for this committee.

Sash for L. I. College Hospital

Erickosn reported that the sash for the Long Island College Hospital had arrived and that they were supposed to come from Jos. Metz of Buffalo.

Charges Heningham

McGrath presented charges against R. E. Heningham for violation of Trade Agreement, on the Coney Island Hospital.

Secy. instructed to notify Heningham of charges and to request M. MacArthur to endevor to have the charges taken up at the next meeting of the Joint Trade Board.

Piers 54 and 56

Secy. instructed to notify Storrey to look after Piers 54 and 56, find what condition the job is in and, if possible where the frames and sash are to come from (Snair and Triest Gen. Con.).

Adjourned to meet Thur. June 18 at 7 P. M.

Kelley	O'Connor	
Nichols	MacMillen	Chas. A. Corless,
Welch	Corless	Secy.

Complainants' Exhibit 45.

New York, June 18, 1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Boehnen — Action of the Secretary in communicating with Gen. Pres. Hubber in retard to Bro. Boehnen, concured in, Bus. Agt. Gibbons presented a list of non union shops in the Borough of Queens. Placed on file.

Queens shops

P. S. No. 4 — Storrey reported that he can get no information at Pier #45 E. R., in regard to the trim for P. S. #4, and that he can get no information from the foreman on the job.

Also that the frames for Piers 54 and 56 N. R. (Snair and Triest Gen. Con.) came to the job on a lighter.

Piers 54 and 56 N. R.

Public bath Rutger St. — Also that Blanchard has the contract to furnish the trim for Public Bath at #8 Rutger St.

P. S. No. 4 — Secy instructed to notify Bro. Levy Gray of Local 468 foreman on P. S. #4 to appear before this Committee Mon. June 22, at 8 P. M.

Blackwels Isl. Bridge — Towers reported that the Snair and Triest job at the Blackwels Island Bridge had been settled and that there are now about twenty union men on the job.

Asher — Asher reported on all the school house jobs in his district and that Stapleton was making the frames for P. S. #81 in his own shop.

Gibbons — Gibbons reported that there are no factory numbers on the Labels at the Recreation Park, Astoria, L. I.

Also reported on the Greenpoint Fire Station and the L. I. City Y.M.C.A. and Queens County Court House.

Adjourned to meet Monday June 22, at 7.30 P. M.

Kelley Mac Millen
Nichols O'Connor
Welch Corless
Debard

Chas. A. Corless,
Secy.

Complainants' Exhibit 45.

New York, June 22, 1908. 8:22

Meeting of the J. D. C. Strike Committee Bro. Kelley in the chair.

M. B. A. Communication recd. from John H. Parker, stating that Adolph Steiger was the Secy of the Municipal Builders Asn. and that his office was at Room 519 1123 Broadway, Tel. 4292 Madison.

2nd Batery Amory Communication from Guidon and Gillardy in regard to Second Battery Aramy rec'd and filed.

P. S. No. 90 From Thos. McKeon in regard to P. S. #90 Richmond Hill, recd. and action of Bro. Boehnen concured in. Trim comes from Kellog, who is Agt. for Harris, McHenry and Baker of Elmira, (non union). 8:8

L. I. College Hosp. P. S. No. 4 From Jos. Metz of Buffalo stating that they were furnishing the trim for the L. I. College Hospital, Levi Green of L. U. 468, foreman on P. S. #4 stated that the trim for P. S. #4 comes from the St. John Woodworking Co. of Stamford, Conn. and that a part of the frames were made by Reid of 30 th St. and Ninth Ave.

P. S. No. 3 Boehnen was empowered to go ahead and let some individual bring sute against Jas. F. Kerr for violation of the eight hour and prevailing wage rate law, on P. S. 3 at 157 St. Between Melrose and Courtland Ave. Bronx. 8:8

Adjourned to meet Thur. June 25, at 8 P. M.

Debard MacMillen
Kelley Corless
O'Connor

Chas. A. Corless,
Secy.

New York, June 25, 1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

McGrath McGrath reported on P. S. 154, Coney Island Hospital, and P. S. 153. Reed and filed.

L. U. 375 Communication from Local 375 received and re-

12 fered back to the J. D. C. with a request that a Committee be appointed to confer with the Executive Committee of the Brewers Asn.

Bedloe Isl. Boehmen reported that the Wm. H. Luth Co. had the Gen. Contract for the job on Bedloe's Island and that Chas. Hohl of 281 Maple St. Brooklyn was the carpenter contractor and that the trim comes from Juselicus 1596 Atlantic Ave., Brooklyn. (Union made.)

Boehmen vs. Willee J. T. Kerr P. S. 3 Action of Boehn in regard tto the bonds in the case of Boehmen vs. Willee and the City of New York concurred in.

13 Action will be brought against Jas. F. Kerr for violation of the Eight hour and Prevailing wage rate law, on P. S. #3 Borough of Bronx, by Herman M. Stoffers, 317 E. 85 St. (a member of Local #476).

Path. Hosp. Cockrell Action of Boehmen in the case of Thos. Cockrell and Son on Patholigical Hospital concured in, and if the old frames from Hornell) are reset action will be renewed against Cockrell.

Pier 54 and 56 N. River Lighter of material for Piers 54 and 56 N. R. supposed to be redy to be shipped from Bridgeport, Conn.

Adjourned to meet Thur. July 2, at 7 P. M.

14

Welch	Kelley	
Nichols	Debard	
O'Connor	Corless	Chas. A. Corless, Secy.

New York, June 30, 1908.

Meeting of the J. D. C. Strike Committee, Bro. Welch in the chair.

Nesbit P. S. 56 Mr. F. T. Nesbet appeared before the Committee and stated that the Board of Education was pushing his firm for the completion of P. S. 56 Borough of Queens and that they were unable to procure the trim from any firm, which is fair to

Complainants' Exhibit 45.

the union, in time the job as required by the Board of Education, and request this Committee to grant them the privilege of getting out the trim for this job in the D. M. Nesbet shop at Lewisberg, Pa. He further stated that they did not intend to get out any other work for the N. Y. District, and would sell the shop if possible.

D. M. Nesbet

He further stated that he could get the work done in a union shop for $400.00 more than he could make it and is willing to divide the difference in cort with the organization.

After hearing the whole proposition it was decided to refer the matter to the Joint trade Board, which is to Meet Wed. July 1st at 1123 Broadway.

And our representatives in the above Board were instructted to stand pat for the terms of the agreement.

McConnell

Hornell, N. Y.

First Vice Pres. Guner appeared before the Committee in regard to the agreement with McConnell of Hornell N. Y. and showed that the agreement had been signed before he received the notice, from Huber, to keep his hands off this shop.

As the agreement was signed before our protest reached the organizer, we are compelled to accept the terms of the same for one year. But demand of the Gen. Pres. that any renewal of agreement with this firm shall be made by the J. D. C. as about 90% per cent of the work from this shop is sent into this district.

P. S. No. 3

Bill of $5.50 from Feiser for Picket and Expenses on P. S. # 3 Bronx, was received and approved.

Adjourned to meet Thur. July 2 at 7 P. M.

Kelley, Debard,
Welch, O'Connor, Chas. A. Corless,
MacMillen, Corless, Secy.

Complainants' Exhibit 45.

New York, July 2, 1908

Meeting of J. D. C. Strike Committee, Bro. Welch in the chair.

Report of Secy. for term ending July 2, 1908 reed and approved by the Committee.

Report of Trade board in the Nesbet case received.

No forthe business, and the Committee adjourned to meet Thur. July 9, 1908.

Kelley, MacMillen,
Nichols, O'Connor,
Debard, Corless, Chas. A. Corless,
Welch, Secy.

New York, July 7th, 1908.

Organizing

Meeting of the J D. C. Strike C. Bro. Welch in the chair.

The following officers were selected Secretary, Bro. MacMillan. Chairman Welch.

Trade Board.

Welch and Macmillan.

It was regularly moved and seconded that the Executive hold their hands off Nesbit The Trade B. ruled that Nesbet must comply with the "Municipal" agreement. ie. Get the Trim for P. S. #56 R'mond Hill B. of Queens in a shop satisfactory to the Comm.

Bro. Corless's letter of Protest on our behalf re removing Bro. Behnen fr. this District approved.

Re Behnen

Letter re McConnell, Hornell agreement reed and filed.

Bro. Guern

On a motion the meeting adjourned.

W. J. S. Macmillan, Secy.

New York, July 10th, '08.

A meeting of the J. D. C. Strike C. was held tonight Bus. Agt. for the Bor. of Queens being

present and recd orders as to the Munci & Public work in their respective Districts. Bus. A. J. B. Smith.

Lynch & Nagel

Fr. R'mond S. I. Martin & Lawlor.

Fr. B'klyn Erickson, O'Grady & Mossiene & McGrath

Resp. Submitted,
W. J. S. Macmillan,
Secy.

July 10th. July 9th, 1908.

The Strike C. met tonight, Bro. Welsh presiding. Bus. A. Erickson brought the following Bros. before the Committee on suspicion that the wages on the Cumberland Street Hosp. were not being paid.

Julius Nikelsky L. U. 464 L. P. 137 res 516 E. 118th St.

Frank Netzley L. U. 497 L. P. 182 res. 420 E. 70th St.

Polivd Wida L. U. 464 L. P. 202 res 185 Ave B. N. Y. City.

Jno. Zilai L. U. 464 L. P. 213 res. 742 E. 3rd.

J. Kuznier L. U. 464 L. P. 96 res. 418 E. 119 St.

The above Members claimed that they were recd. union Wages of B'klyn, but fr. evidence the Com. decided not to allow these men to work for this Boss for 6 mths. & Bus. A. Erickson was requested to bring this case before the B'lyn Court.

It was regularly moved and seconded, that Bus. A. Towers keep a close watch on Piers 56 & 60 and prevent any of the J. W. Burrett (Con.) material being handled by our men, as this firm is on the unfair list with the Master Carpenters of this City.

Resp. submitted,
W. J. S. Macmillan, Secy.

Complainants' Exhibit 45.

224 July 16th, 1908.

The J. D. C. Strike Comm. met tonight. Boss Kerr appeared before the C. after considerable it was decided that Mr. Kerr must break with the Bailey firm the time allowed for making an arrangement to remove his 3 jobs from Bailey was 3 days.

Bus. Agents Storey, Towers, Blumberg & Kelso appeared before the C. & reed their share of the P. S. work in their respective districts.

Kerr agree to pay Beattue's bill $250? possibly.

Bus. Agents Mossiene, Lynch, Feiser, Nagel, &
225 Smith reported to the Committee.

Resp. submitted,
W. J. S. Macmillan, Secy.

July 21st, 1908.

A special Meeting of the J. D. C. Strike Comm. was held tonight. Bro. Welsh presiding.

The following gentleman appeared on behalf of the Inter-City Contracting Coy. Messrs. Naughton, Lewis & Joyce. this firm was paying $2½ a day on their job (Cumberland St. Hosp.) the Bus. A. was refused admission. the firm seemed willing to sign on of our agreements. Bro. Bohnen was
226 instructed to meet Mr. Naughton on Wed. 22nd at 2 pm. and have said agreement put in proper shape by law. Beattie & signed. in this office.

Resp. submitted,
W. J. S. Macmillan,
Secy.

July 23rd, 1908.

The J. D. C. Strike Comm. met tonight, Bro. Welch presiding. Reports were reed. for Bus. Agents Lynch, Mossiene. Bus. Agt A. Lynch reported he had put P. S. #65 on strike.

Complainants' Exhibit 45.

Bus. A. Mannifield was ordered to visit P. S. 28 Queens & find out where the Kalamine trim is coming fr. Bro. Bohnen reported that the agreement with the Inter City Construction Coy. was held up, pending a special meeting of said Coy. who would then authorize one of their members to sign for the Coy. 822

It was agreed that Bro. Bohnen secure the services of the Fin. Secy. of L. U. 1565 to help out Bus. A. Mossiene on P. S. 64 (Kennedy's) if necessary.

The Se'cy was instructed to seek a reply to our request re the M'Connell's Hornell agreement from Gen. Pres. Huber. 822

Resp. submitted,
W. J. S. Macmillan, Secy.

July 24th 1908.

Special meeting of the J. D. C. Strike Comm. was held tonight. Bro. Welch Presiding.

The Meeting was convened to meet the Hudson County Bus. Agts. , re the contractors doing Pier work on both sides of the River (North) after waiting 2 ½ hours the comm. adjourned. there was a notice sent to them about the meeting but no attention was paid to same. 822

A letter fr. the Snare & Triest Coy. was read agreeing to have the material for Piers #56 & 60 shipped from the Burnett concern of Conn. at its present stage of completion & have said trim. Doors. Lights etc. put together on these piers, by Carpenters of this District at $5. per day. the above was agreed to.

Resp. submitted,
W. J. S. Macmillan, Secy.

Complainants' Exhibit 45.

230 July 30th 1908.

The J. D. C. Strike Comm. met tonight. Bro. Welch presiding.

Reports — Bus. Ag. reported. Feiser, Erickson, Mortan reported that Bossert is furnishing the Windows frames on Hedden's job at 58th St. & 7th Ave.

Mortan — Bus. A. Mortan was instructed to file charges against Hedden Construction Coy. in the Bosses. Ass'n.

Cockrel — Mr. Cockrel appeared before the Comm. re his contract at the Bellvue Hosp. he was informed that there was nothing doing until Mr. Jas. Elgar

231 made good.

Mannifield — Special Bus. Agent Mannifield reported on the 3 shops in B'lyn. Standard Fire Proof Coy. Bus. A. Bradley examined wages at shop & found that one man only had $14.00 for a full wks. pay. & 2 men had $24.79 also the National Fire Proof Coy. & found the wages O.K. but is very suspicious of the O.K.ness.

Lynch — B. A. Lynch intimated that he had Loops tied up. Loops to appear before the Board of Education on Monday 3rd '08. at 5 pm. Bohnen & Lynch

232 are both to be there.

Boucher Martin — P. S. 45. repair. the job is no good.
His District all O.K.
" " " O.K.

Mossiene — The following Bros. appeared before the Comm. they were sent over by Bus. A. Mossiene. working on P. S. 64.

Capuano T. L. U. 70 7 L.P.105 / Setz Calogon L. U. 1565 L.P. 93. A. Berner L. U. 1747. L. P. 7. they were requested to see Mossiene at B'lyn Head Quarters.

Bernstein & E — Letter was reed. fr. lawyer B. Sadler on behalf of his clients Bernstein & Ebsten (Ebsten) was referred to the M'hattan Brough Strike Comm.

Complainants' Exhibit 45.

Bohmen

Reported that Potter & Robistor had given contract to the Tide Water. they were informed that we would not stand for it, as the concern was non-union. 82

Resp. submitted,
W. J. S. Macmillan.

Aug. 6th, 1908.

A meeting of the Joint D. Strike C. was held here this evening (142 E. 59th St.) Bro. Welsh presiding.

Kerr

Mr. Kerr appeared before the C. and desired to have permission to erect Bailey's trim on his job at W. 37 St. & 7th Ave. the price was $350. permission was refused he then stated he would place the 3 jobs with Morganthaler, B'lyn. the Secy. was instructed to notify Mr. K. of the next meeting of the Comm. so that the Comm. could then take action and instruct Lawyer Beattie to have his Kerr's payments released if he kept his promise. Mr. Cockrel appeared before the Comm. but had no new features to report on. 82

Cockrel

Secy. was instructed to call meeting of the Comm. for Tue Aug. 11th to meet Mr. K & the Hudson C. Delegates.

The following Bus. Agents Reports was received. 82

Bus. Ag.

Smith	Written
Towers	"
Martin	Verbal no change.
Mortan	" " "
Bousher	" " "
Lynch & Nagel	Written.
Mossiene	"
Erickson	"

The meeting adjourned at 9:30 P. M.

Resp. submitted,
W. J. S. Macmillan. Secy.

Complainants' Exhibit 45.

Bills for extra services was order Pd.
Bus. A. Erickson $9.50 on Cumberland St. Hosp.
" " Mossiene $5.40 on P. S. 64 a member of L.U. 1565 1 days time.

Copy of letter fr. Gen. President.

The McConnell Agreement

Huber to Secy. Treas. re McConnell agreement.

Office of Wm. D. Huber,
Gen. President. Aug. 6th, 1908.

Mr. D. F. Featherson,
142 E. 59th St. New York.

Dear Sir & Bro.

I have a communication from Bro. MacMillan of your Strike Comm. asking me if I have any objection to New York making the next agreement with the McConnell firm of Hornell, when the present agreement expires.

You can assure him, and at the same time be advised yourself, that no other agreement will be made with McConnell without first consulting New York City as to the terms of same.

With best wishes,

I remain,

Fraternally yours,
W. D. Huber,
Gen. President.

Aug. 11th, 1908.

Mr. Kerr. appeared before the Comm. tonight in reference to the Nudding School. having showed us the letter of acceptance by the E. Bailey & Sons firm of July 16th, 1907, it was agreed that Kerr can finish up this job. P. S. 16 Matilda

Complainants' Exhibit 45.

& Cathrine Sts. Bronx. Mr. Kerr agreed to pay Lawyer Beatties Bill of $250.00. Present

Welch
o'Connor
McMillan

Resp. submitted,
W. J. S. Macmillan,
Secy.

Aug. 13th, 1908.

Hayden Stuff

Mr. Cockrel appeared before the Comm. to night. No change in the situation. The Comm. met with Bro. Schard (Member of General Executive Board) & a comm. of L. U. 309, in regards to the Hayden Coy. who are making the Trim for the Public Library at 42nd St. & 5th Ave. the wages paid being fr. $2—2.50 per day of 8 hrs. it was decided to get the General office interested & for the Bros. in Hayden shop at Rochester to go out on strike with the assurance from the Gen. office that they would have the financial support of the General Office. it was agreed the the J. D. C. Strike Comm. & the Com. fr. L. U. 309 work in conjunction.

Bus. Agents reported.

Morton . no change

Nagel v. Bosserts

Nagel. Bosserts trim has arrived on the L. I. R. road Y.M.C.A. L. I. City. Present.

Welch.
Corless
O'Connor
Gould
Nichols
McMillan

Resp. submitted,
W. J. S. Macmillan, Secy.

Aug. 19, 1908.

The J. D. C. Strike Com. met tonight. Bro. Welch Presiding. Reports were reed. fr. Bus. Agents Smith, Feiser, Mortan & were accepted

Complainants' Exhibit 45.

42 Feiser — Bus. A. Feiser was instructed to further investigate where Nesbit Coy. have placed the Window frames for the Elephant House.

Mortan — Bus. A. Mortan was instructed to prefer charges on the Arbitration Board against Smith for paying $2.— a day on the frames for P. S. at Watt Ave. & 148th St. Secy. was instructed to get copy of letter fr. Gen. Office re the McConnell Coy. Hornell.

Inter-City v. Beattie — It was regularly moved and seconded that Lawyer Beattie sent letter to the Inter-City Construction Coy.

43 Nagel & Coning — It was regularly moved & seconded that the Men on Coning's job at L. I. City. be called out on Strike against the Bossert's Trim.

Respt. submitted,
W. J. S. Macmillan, Secy.

Augt. 24th 1908.

A special meeting was called tonight to interview Mr. Coning. Mr. Coning appeared & stated his case, seeing that the Comm. had no record that Mr. Coning had reed notice about this job, & that Mr. Coning expressed his willingness to keep & abide by our agreement as an independent
44 the Comm. decided to put the Men back on this job, men pulled out belonged to L. U. 509 L. U. 51 & L. U. 774.

Resp. submitted,
W. J. S. Macmillan, Secy.

Aug. 27 1908.

The Com. met tonight. Bro. Welch presided.

Bro. Bohnen reported that the Municipal Builders Asson. intimated their desire to have the Trade Board increased to 6 Members on a motion

Complainants' Exhibit 45.

the Com. concured in their request & will fill the position on the Trade Board at a later date. 8

Reports rece. fr. Bus. A. Smith. Lynch & Nagel.

Present Welch Gould. O'Connor Asaph.

Resp. submitted,

W. J. S. Mc Millan, Secy/

Bro. Welch was requested to investigate the S. I. job & report on Sept. 1st.

Sept. 1st, 1908.

A special meeting was called tonight to overtake the Bus. Agents reports on City & Public work. There was a good turn out & as the Comm. expected the Bus. Agents had neglected a large part of the work instrusted to their care. 8

Resp. submitted

W. J. S. Macmillan, Secy.

Sept. 3rd, 1908.

The Comm. met tonight. Bro. Welch presided.

Mr. Wright appeared before the Com. at the request of Bus. A. Feiser the firm being Wm. H. Wright & Son. They having placed a contract for trim with the Van Nest Trim concern. This firm thro. Mr. Wright desired to abide by union conditions & on signing our agreement, the job was allowed to go ahead. The Comm. then took up the case of Victor Anderson of L. U. 457. a claim for one week's waiting time against Allan & Savage. 2 lumpers that Geo. Vassar & Son had the Following Bros. appeared 8

Anderson L. U. 457 v. Allen & Savage

Ed. Johnson L. P. 319 L. U. 1747

Wm. Corgan L. p. 53 L. U. 478

Chas. Knutson, L. P.—L. U. 387

John Annan L. P. 4 L. U. 464

L. Hardtmann L. P. 73 L. U. 464

after hearing all the evidence it was agreed that

Complainants' Exhibit 45.

Bus. Agent Feiser collect the one week's Waiting time as claimed by this Bro.

Secy. instructed to notify Feiser of the Com. decision.

On Lawyer Beattie advice it was decided to await the decision of the Supreme Court on the Appeal, as entered by ourselves & the corporation officials against Contractor Willie and the Lower Court. The decision is expected in Oct. '08.

Resp. submitted

W. J. S. Macmillan, Secy.

Sept. 10, 1908.

The Com. met tonight. Bro. Welch presided

the Delaney firm appeared before the C. as our Lawyer had tied up their cash on the Astoria Park job for using non-union material. after a lengthened discussion the Visitors left not being able to arrive at an understanding.

Bus. A. Bradley appeared before the C. re Nelson agreement the Bus. Agts. have complained that Nelson has openly violated his agreement several times. M'hattan B. C. have intimated that they would not stand for Nelson. it was agreed that the Nelson case come up on Thursday, Sept. 24th when Joint action will be taken. Present. Welch. O'Connor. Gould. Nichols. Asaph.

Respectfully Submitted,

W. J. S. Macmillan.

Secy.

Sept. 17th 1908.

The Com. met tonight Bro. Welch Presided.

Reports recd. from Towers. Feiser. Martin.

Bus. A. Martin instructed to pull the men off the job (Stern's) into which Irvine & Casson have

Complainants' Exhibit 45.

an interior Decorating contract. at once. he is to try to have said contract broken. 8

It was reported that Messrs. Wright & Son had reed. the contract on Engine Ho. #64. Secy. instructed to notify Boucher.

Resp. Submitted.

W. J. S. Macmillan.

Sept. 30th 1908

The Strike Comm met tonight. Bro. Welch presiding. Minutes of previous meeting were read and adopted.

Reports Erickson Storey

were reed fr. Erickson 14th Armory not started) fr. Storey on Fire Ho. #120? Lexington & Park Ave. nothing doing. Bus. Agents notified the Contractor on the City Lodging House & also the Carpenter Contractor (Gehlker) that the law was being violated by the trim contract being placed in a 9 hr. shop. Palening, Kingston, N. Y. 8

Feiser

Bus. A. Feiser submitted bill of expenses on the Delaney, Kline Case $5.50 to be Pd.

Nelson case

after a prolonged discussion on the different issues in this case, it was regularly moved and seconded (by B'lyn Strike C.) that the B'lyn regular agreement be observed for other 18th months, then Nelcon's contract with the United Cigar Coy. will be at an end & a new agreement will be considered & if possible the show case Makers will require to come into the sphere of the new agreement. It is distinctly understood that the Nelson Coy. *under no* circumstances shall make use of the non-union showcase makers outside of their own shop or mill. 8

Mortan v. Corning

It is also agreed that all Mechanics in the Nelson Coy's shop will require to join the Union immediately (show case makers excepted. Moved & seconded that Bus. Agent Mortan be instructed to notify Mr. Corning that we will expect him to

Complainants' Exhibit 45.

observe the conditions of the agreement entered into with the J. D. C. Strike Comm.

Bus. A. Martin reported that he had put the men on Stern's job on Staten Island on Strike 9 men against the Irvine, Casson's Coy. their trim was removed off the job & as the Agent reported that the capenter Boss was one of the best on the Island, and if Strike was to remain on, this Boss would be an innocent sufferer it was moved & seconded that this Strike be closed. Agreed.

Next Meeting to be called for 7 p. m. Oct. 1st 1908.

Resp. submitted
W. J. S. Macmillan
Secy.

P. S. Bond for $500.00 filed with the B'klyn Strike C. by Messrs. Levine & Wagner and also the agreement was considered by your Comm. tonight & found O.K. and they indorse the request of the B'lyn Borough C. to have said firm removed from the Unfair list. W. J. S. M.

Oct. 1st 1908.

The Joint D. C. Strike C. met tonight Bro. Welch presiding. The minutes of previous meeting were read & adopted.

Bro. Kirkwood of B'lyn B. of the AS. appeared before the Committee to give information on P. S. 104 B'lyn The whole affidavit was typewritten with the wages in *ink*. He always believed the job was O.K. also stated that B'berg was met at the corner by the Bus. Agent who inspected his pay envelope being brought up short, contradicted his previous statement the members asked questions without bring any points of importance out. Members present Welch, Asaph, Nichols, O'Connor, **Corless.**

Resp. submitted
W. J. S. Macmillan. Secy.

Complainants' Exhibit 45.

Oct. 8th, 1908.

The J. D. C. Strike met tonight. Bro. Welch Presiding, the minutes of previous meeting were read & adopted. As there was only 2 members present including myself we took up the further investigation of P. S. 104. Bro. Jimmerson & Kirkwood being the only ones present.

Bro. Zimmerson

Stated that Boss Diamond had asked him to work for $4 per day but he refused his offer & claimed to be getting 4.50 all the time.

Bro. Kirkwood

State that he was never asked to work for less than 4.50 per day also stated that Chas. Hewston is a superintendent for Boss Diamond.

received from Bus. Agents Lynch, Nagel

Report Towers B'Berg

It was reported that Irvine & Casson are asking Union firms to figure on the trim for Sterns job on Staten Island. Bus. Agent Martin was specially instructed to keep his eye on that job.

Pres. Bros.

The Sec'y was instructed to see Beattie re the Appeal case.

Present Welch & Macmillan

Resp. submitted

W. J. S. Macmillan, Secy.

Oct. 15th, 1908.

Bus Agent Lawlor

The Strike C. met tonight, Bro. Welch presiding Was instructed to have affidavit made out to cover R'mond Borough, & make use of the member for his own L. U. to act as Attorney Agreed.

P. S. No. 87 Queens B. Bro. Corless

Sec'y instructed to get after the Bus. Agent for his report on this job.

On a motion Bro. Corless was elected on the Trade Board with the Municipal Builders Assoc. said Board now consists of 6 members.

Bradley Const. Co.

Notification was reed. that this concern was tied up on the WmsBridge on the Loop by Bus. A. Towers.

Complainants' Exhibit 45.

Present Welch. Asaph. O'Connor. Nichols & McMillan

Notice to Mr. Steiger

Sec'y was instructed to protest against the Firm of John Auer & Son, placing the trim contract for P. S. 164 with Bailey of Patogue.

"Globe" Fireproof

Mr. Wessell & an business associate appeared before the Committee tonight in relation to a complaint that said Coy. had paid less than the Bronx rate of wages. After going into this case very thoro. the Comm. were convinced that Bus. Agent Feiser had made good his case.

After due consideration the Comm. deems it advisable to exact an $500. collectable Bond from Mr. Wessel for the future good behaviour of this concern. Mr. Wessel appealed very earnestly to have a meuh lighter penality inflicted, but the Comm. erquested him to meet the Bus. Agent in Lawyers Beattie's office on Friday 16th inst, at 3 p.m. The oint D. C. requested our report several times, but owing to the amount of business before the Comm. the Sec'y was unable to furnish same.

Resp. submitted

W. J. S. Macmillan. Sec'y.

Oct. 22nd 1908.

Bro. Welch

The Strike Committee met tonight Bro. Welch presiding. the minutes of previous meeting were read & adopted. Present Welch, Asaph, Corless, Murray & McMillan reported on the County Farms Hospital S. I. there being no material change in the situation. accepted.

Bro. Makowsky L. U. 32

Reported on G. Freeland's shop at Norman Ave. & Monitor St. Greenpoint, stated that the trim for the Brown Stone Court House was furnished by the above named firm which is *non union* Mr Archibald being the carpenter Boss, Smythe being the General Contractor, there have been several assertions made by the Contractors that Horn was

making the Trim in his own shop it would be impossible for such to be the case as Horn has not a suitable place for doing the work.

complained that Bro. Makowsky stated that away to the Boss. Bro. Makowsky stated that previous to seeing Bro. Murray one of the Archibald Brothers met him in Archibald's office & said that they had Bro. Murray in their employ so that Bro. Makowsky did not think for a moment that he had done any harm. on consideration the Committee believed that Bro. Makowsky had been indiscreet. The Comm. decided that this job take the same course as the other City jobs, & evidence be got to tie up the payments

Bro. Murray

Appeared before the Committee on behalf of Boss Libbey re his job P. S. #164. B'lyn which he had contracted with E. Bailey & Son of Patchogue to supply the trim for & who had agreed to live up to the specifications of the Labor Law.

Wm Friedal re Geo. E. Libbey

Boss Libbey was unaware that Bailey & Son was unfair to the Organization, owing to the good standing of Mr. Libbey & his preference for Union conditions, the Committee regrets their inability to stand for Bailey trim & decided that Mr. Libbey must break his contract with Bailey

On a Motion the Secy. was instructed to get a list of Business Agents & all persons carrying Business Agents Badges. Agreed.

re Bus. Agents

Resp. submitted

W. J. S. MacMillan Sec'y.

Letter to Steiger re Messrs Auer & Son & Nesbit on P. S. 87 & 164 & 56 respectively.

Oct. 29th 1908

the Strike Committee met tonight. Bro. Welch presiding. Mems present Welch, O'Connor, Nichols Murray & McMillan.

Complainants' Exhibit 45.

Minutes of previous Meeting were read & adopted.

reported on P. S. 87 3 men O.K. one reported that frames were made in Libbey's own shop. Bus. Agent instructed to bring this Member before the Comm. at an early date. Secy was ordered to file complaint against Peter Guthy (mem. of the Municipal Blds Assoc) for permitting the frames to be made by Bailey. & son.

Bus. A. Boucher reported on F. J. Kelly & Sons of B'ly'n who are Mems of the Master Blds, they having given the contract for window frames for Parochial School to Cross, Austin & Ireland. Sec'y instructed to request B Boucher to bring charges against said firm.

reported on Brown stone Court House, Bro. Makowsky also reported & agreed to get affidavits of himself & another as to Freeland's shop. & turn them over to Bro. Bohnen. also appeared, and gave us a nice yarn reported on Zimmerman.

reported that a member of the 4th Branch was forem anon the Library at 50th St. & 10th Ave. (J. Fleetwood) Tied up Oct. 30 '08

Notification was reed that the Standard Lumber & Wood Working Coy of W. Virginia was organized at $2.75 & 8 hrs. per day

Notice also reed that the Hyde Murphy Coy. of Ridgeway, Pen. was organized at $2.75 for 9 hrs. per day same hrs. as on the outside.

Secy. was instructed to notify the B'klyn Bus. Agent re P. S. 115 that the R'mond School Furniture Coy. a very cheap concern had a job to fit up a cookery room etc. there also that the 6th floor of the Office & Storage Bdg.

attended to

Livingston E of Red Hook Lane B'lyn was in the hands of the same concern.

attended to

Training School for Teachers, Nostrand Ave & Park Pl. taken for $2870 cutting all the other figures in halves Cont. Inter City Const. Co.

W J. S. Macmillan Sec'y.

Complainants' Exhibit 45.

Nov. 5th 1908

Bus. A. Lawlor P. S.

Brought Mr. Osborn & Son before the Committee tonight, as this firm was desirous of coming to a settlement with the Organization if possible. Bro. Welch presiding.

Mr. Osborn's firm had a job on P. S. 20 Port Richmond & had paid less than the prevailing rate of wages.

Mr. O. could not see his way clear to observe Union conditions on his commercial work but was quite willing to do so, on all future Municipal work. the Commtitee would not stand for such an arrangement Mr Osborn & Son was notified of our decision. His payment has been tied up in the Comptroller's office.

Resp. submitted
W. J. S. Macmillen, Sec'y.

Nov. 6th 1908

A special meeting was called for the above date to take up the business left over from the 5th & Present Bros. Murray Bohnen & myself. Owing to the absence of the other Members of the Committee we adjourned as there was not the required number to transact business.

W. J. S. Macmillan Sec'y.

submitted the affidavits (227) to the Comptroller, was instructed in the future to give all such matters over to Lawyer Beattie.

Nov. 9th, 1908

the Strike Comm. held a special meeting on the above date. Present Murray, O'Connor Wolfinger & myself.

was in[illegible]ucted to request Bus. A. Lynch to have the Member who informed him about the frames on P S. 87 Middle Village to appear before the

Complainants' Exhibit 45.

2 Strike Committee on the 12th Nov. notified that the sash has arrived on the Public Lodging House.

Public Lodging H Dunbar

Mr. Humphrey appeared before the Comm. in connection with the Trim for the Public Lodging House.

Mr. Gehler also appeared in connection with the above.

Box & L

information was received that this firm was furnishing the Window frames for Leady's job, on Blackwell's Island. Day room for the aged & infirm. Secy. called specially at Head Quarters on the 10th & turned the information over to Bus. Agent Storey who promised to report back on the 11th.

3 Alts. on 14, 15 & 16 awarded to the National Fire Proof Sash & Door Coy. of B'lyn.

" Fulton Park Shelter, given to Wm. Luth & Coy. carp.

" Prospect Park Shelter, given to Wm Luth & Coy. carp.

Chas. Hohl, 281 Maple St. B'lyn Trim given to Morganthaler & Son B'lyn.

Resp. submitted

W. J. S. Macmillan Sec'y.

City Court House Boss Mac-Arthur

4 The men on this job have been put on the Strike roll, as the rough work was about finished.

Sec'y notified Mortan to get the proof that Trim for Pub. Bath at E. 57th St 1 & 2nd Ave was being furnished by Davies & Speyer a 9 hrs Jersey shop notice was reed that Trim for P. S. 84 B'lyn was let to Waters & Osborn, Red Bank, N. J.

Nov. 20th 1908

The Strike Comm. Met tonight Bro. Welch presiding Present Welch Asaph Wolfinger Murray Corless

Bro. Evans L. U. 109

Bro Evans appeared before the Committee in

reference to the frames he had worked on in Boss Libbey's shop for P. S. 87 he stated that he was unaware that the Material had been milled by Bailey & Sons his explaination was deemed satisfactory & the Bro. was thanked for his attendance.

was instructed to press the charges against Kelly & Kelly for using window frames from Cross, Austin & Ireland on the Arbitration Board sash has not arrived on the job yet.

The Committee after listening to the statements of Mr. Freidin & Bus. Ag. Mannifield it was decided that when a Kalmanie shop went astray & our Label withdrawn from the shop our men can no longer work for that concern.

Mr. Freidin Standard Fire P. Coy

appeared before the Committee in reference to the Bishop's Trim coming into the City. Wanted to know if we would stand for this Trim to receive the Label being made at the 9hrs. per day, was informed that the Trim was quite fair on Commercial work but we would not stand for any 9 hrs. shop getting the Label.

Story

Verbal report from Storey that the Trim on the Fire Ho. 132nd St & Harlem River was made by Read, 30th St. bet 9th 10th Aves. Buckley Const. Coy.

Resp. submitted
W. J. S. Macmillan,
See'y.

Nov 27th 1908

Kelly & Kelly

The Strike Comm. met tonight. Bro. Corless presiding. Present Corless Murray Asaph Wolfinger—

Information reed that the charges were sustained.

McConnell Agreement

It was regularly moved & seconded that we send notice to the McConnel people by Dec. 1st 1908 that we desire certain changes in the agreement

Complainants' Exhibit 45.

with that concern the whole matter was left in the hands of the Trade Board & Bro Bohnen our aims will be 2.75 for 8 hrs per day do away with the unlimited number of apprentices also put the Umpire out of Business.

reported that the Bradley Const. Coy had come to time paying our expenses $223.00 & will also settle Lawyer Beattie's Bill and put 10—15 men to work on the concrete forms immediately it was agreed to accept the settlement & Bus. Ag. Towers was instructed to withdrawn our complaint.

It was regularly moved & seconded that our agreement be lived up to.

Smythe job City Court House Kelso

reported that Boss Hopper was having Window frames from Cross, Aust. & Ireland on his job at the Methodist Esp. Church, Kelso instructed to file charges on the Arbitration Board.

Lawyer Beattie

Reported that Boss Zimmerman had given his Trim to Hardie & Vos. of B'lyn.

Letter was reed in reference to the Pierce Concern & the 42nd St. & 5th Ave Library asking us to withdraw our complaint, & they would see to it that all work would be stopped until the Appeal case is decided & should the Court say that the agreed facts are not sufficient to pass upon the Law, he will agree to give a case that will pass upon the Law. It was regularly moved & seconded that we agree to this proposition.

Resp. submitted

W. J. S. Macmillan Sec'y.

Nov. 30th 1908

National F. P. Coy.

The Strike Comm. met tonight Bro. Asaph Presiding present Asaph O'Connor Murray Wolfinger.

it was reported that this concern was no longer fair, they having reed wages back from the men

Complainants' Exhibit 45.

& had hired men for less than the standard rate of wages. The men & Label have been withdrawn.

Smyth & Coy. was reported to be in the Receivers hands & had passed their work over to the Standard Fire Proof Coy.

was also reported to have reached the Receivers hands also.

It was agreed that we allow the Trim already made for the City Court House to be remade.

Resp. submitted

W. J. S. Macmillan Secy.

Dec. 4th 1908

The Strike Comm. met tonight Bro. Welch presiding Welch present Murray appeared before us

Special Bus. Agent Makowsky Bradley in reference to the Crawford case, this case belongs to the Borough (or Bronx?)

Sec'y was instructed to keep right after Bus. A. Storey for his Weekly reports.

Willie J. S. Macmillan

Secy

reported on the Trim for the City Court House, was instructed to keep a close watch on Messrs. Abramson & Engesser.

was instructed to put the men taken out against the National Fire P. Co. on the Strike Book was also instructed to see Boss Hildebrand & try to break off with the National Fire P. Coy. W. J. S. MC.

Dec. 10th 1908

Bus. Agent Erickson The regular meeting of the Strike Comm. was held tonight. Bro. Welch presiding. present Murray O'Connor brought Mr .Diamond of B'lyn before the Comm. tonight, this is the Boss, we tied up with the Comptroller on P. S. 102 & 104 B'lyn after considerable discussion Mr. Diamond finally signed our regular agreement.

was instructed to see the Bosses having work

done by the National F. P. Coy. & persuade them to withdraw their contracts for Kalmanie Material.

Notice was reed from Comptroller Metz that all Branch librarys were outside of his jurisdiction.

Sec'y was instructed to request Bus. Agent Larkins to furnish Bro. Bohnen with 2 affidavits from men who worked on the frames for Schaeffer's job & the Public Bath E 54

was instructed to get after the Dunbar Box & L. Coy.

Resp. submitted
W. J. S. Macmillan
Sec'y

Dec. 15th 1908

There was a special call sent out for the Strike Comm. tonight. Bro. Welch & myself were the only ones attended the call for 7 p.m. after waiting an hour we decided to adjourne Bro. Murray came on the scene as we were leaving the Bldg. we decided to convene on the 17th inst at 7 p.m. to handle the Bus. Agents reports.

Resp. submitted
W. J. S. Macmillan. Sec'y

Dec. 17th 1908.

The Strike Comm. met tonight Bro. Welch presiding.

Minutes of previous meeting was read and adopted.

The reports from the following Business Agents were reed Storey Towers B'berg Kelso Mortan Lynch Nagel

Present Welch O'Connor Asaph Murray

Resp. submitted
W. J. S. Macmillan Sec'y.

Complainants' Exhibit 45.

Jan 2nd 1909

A special meeting of the Strike C. was held here today. Bro. Welch presiding

Davies & Speyers shop

The following Bros. were summoned before the Comm and appeared.

Hyman Harris L. U. 382
Robert Schilk, L. U. 309
Ignatz Karolski L U. 309

The above Bros. worked in Davis & Speyer's shop Hoboken N. J. & signed affidavits as to the conditions of said shop before H. H. Stoffers Notary Public. 50 hrs. per wk for $16. or $2.97 per day.

Present Murray, O'Connor.

Resp. submitted,
W. J. S. Macmillan
Sec'y.

Jan. 8th 1909

A meeting of the Strike C. was held tonight Bro. Murray acting chairman.

Bosses Guthy Muller

Mr. Guthy & his carpenter contractor on his job at DeKalb Ave. B'lyn (Mr. Muller) appeared before the Committee in reference to the aforesaid job after a full discussion it was decided to stand for the 16 frames (Partition) 8 being already set & 8 to set seeing that our men cut mitred & put these frames together in Boss Muller shop all other finished carpentry work furnished by Nulte's mill must come out & be replaced with Trim from a Union mill satisfactory to us. Mr. Muller having signed our regular agreement. according to Bus. A. Mossiene all this trim was to come from a Union concern.

Mossiene

Spec. B. Agent Makowsky got busy & delivered the goods.

Spec. Bus. A. Makowsky reported that Bro. C.

Johnson who is foreman on this job interfered with him while he was doing his duty Secy instructed to have this Bro Before the Comm. at their meeting for investigation Jan. 14th 09

Metz

Larkins Hoboken

The Comm. on a motion rescinded their previas action & went ahead as above stated.

Affidavits filed by H. G. Boe & F. Schanzenbach state that they worked for Wm. H. Nolte & were paid $2 per day of 10 hrs.

On a motion Bro. Murray was elected on the Trade Board in place of Bro. Corless resigned.

On a motion we decided to stand for our complaint against Boss Osborne Port R'Mond S. I. to be dismissed. We agreed to have our complaint against Messrs. Bottsford-Dickinson Coy. to be withdrawn.

110 St. all up town
110 St. to 23rd St.
23rd St. all down town.

Sec'y

Present
Murray Larson Lyons
Wright

Resp. submitted
W. J. S. Macmillan
Sec'y.

January 14th 1909

The Strike Comm. Met tonight. Bro. Murray acting Chairman.

Queen's B. C.

Appeared before the Comm. as required, his version of the state of affairs leading up to the Eng. Coy. #117 job going wrong was deemed satisfactory and he was thanked for his attendance.

Beattie re Lekey

it was regularly moved & seconded, that we recommend that the Queens B. C. meet on the Wednesday night instead of on the Thursday so that their representative might attend the meetings of this Committee.

Complainants' Exhibit 45.

Letter was recd. from Lawyer Beattie informing the Comm. that Boss Lehey desired to see Org. Bohnen at his office, it was agreed that Boss Lehey must come before this Com.

Letter recd from Mr. Halket desiring an conference. Agreed that we arrange for one at the earliest possible moment was instructed to get after Bus. A. Martin S. I. & request reports on the following jobs. Fire Ho & W. Brighton. Add & alt to H & L. Canal St Stapleton. Add. to stable for Ambulance, County Farms Hospital. New Bdg. for Hose Coy. Rack & Storage & shed for Fire Boat St. Georges' Dock, the same to be in by Jan. 20th 09 or give notice to the Sec'y & Treas. to hold up his wages. carried instructed to communicate with Bus. A. O'Grady & request him to get the necessary proof to file complaint against the Cont. on the Raymond St. Jail for using Byrne & Cotton Trim & frames.

Report recd that there was a lumper on this job who requires close watching

Present Murray Wright Larson next meeting on Jan. 23d

Resp. submitted

W. J. S. Macmillan

Sec'y.

January 21st 1909

The Strike Comm. met tonight, and organized as follows Chairman Welch Sec'y Macmillan Trade Board Welch, Murray & Macmillan.

Kennedy

Information recd that Bus. A. Erickson had pulled 3 men from P. S. 64 they were employed by the National Fire P. Sash & Door Coy. B'lyn a concern which was declared unfair recently the difficulty has been straightened out & the men returned.

Hook & L No. 156

Spec. Bus Agent Makowsky reported that

Complainants' Exhibit 45.

Messrs. Philip Blough & Coy. 2572 Park Ave. N. Y. Contractors & the Carpenters Messer & Worm 62-99th St. N. Y. had given their trim contract to Gerard & Sons a 9 hrs. shop A.W.Ws

Bro. Makowsky was instructed to put a picket on this job. the committee adjourned to meet on Friday Jan. 22nd 09.

Resp. submitted
W. J. S. Macmillan Secy.

Jan. 22nd 1909

Municipal Work McConnel

The Strike C. met tonight. Bro. Welch presiding Bus. Agents O'Grady Lea Nagel Smith & Crimmins appeared before the Committee & reed instructions as to the Muncipal work in their respective districts.

intimmation reed that Mr. Halket would meet our Committee on Sat. Jan. 23rd at 3 p.m.

Present Larson Lyons Hollerith

Resp. submitted
W. J. S. Macmillan
Sec'y.

Jan. 23rd 1909

Special Trade Board

The following members of the Strike Committee met in conference with Mr. Halket, Vice Pres. of the McConnel Manufacturing Coy. Bros. Larson, Wright Org Bohnen & McMillan at their office at 5th Ave on the above date Bro. Bohnen put forward our requests, i. e. do away with the unlimited number of apprentices, also the clause providing for an umpire, and the wages to be $2.75 for 8 hrs. per day. Mr. Halket intimated he would consider the whole matter, & notify the Committee when he was prepared to meet us. the meeting adjourned at 5 p. m. convened at 3 p. m.

Resp. submitted
W. J. S. Macmillan
Secy.

Complainants' Exhibit 45.

Jan. 28th 1909

Standard Fire P S & D

The Strike Comm convened at 8 p. m. Bro. Welch Presiding. Complaint from Kalamine (?) Delegate Mannifield that the B'lyn Label Committee declined to give the Union label to the Standard Fire P S & Coy. & also to the B'Lyn Fire P S & D instructed to call a special meeting for Feb. 2nd 7-30 p. m. & notify Bus. Agents Lee to request the attendance of Mr. Friedin, & the representative of the B'lyn concern also request the attendance of the Label Committee of B'lyn.

Secy

reported that D. J. Ryan was having the trim for Police Preceipt #172 (Lawrence & Boulevard) from the Herman Lumber Coy. 10 hrs 125th St

Makowsky

who in turn was getting part from the Morgan Coy. of OshKosh Wisc. a worse concern on a motion it was decided to leave this case until Bro. & Bohnen could express their opinions on the advisability of bring an action against Boss Ryan (he being a member of the Master Carpenters. Intimation reed that General President Huber had agreed to pay the whole of the costs for the test case on the Labor Law. Present Larson Lyons Hollereith Murray

Resp. submitted

W. J. S. Macmillan

Sec'y

Jan 29th 1909

Bus. Agents Donoghan & Dalton Makowsky

The Strike Committee convened at 8 o'clock Present Lyons Larson

present and who received the City & Municipal work in their respectative Districts.

Bus. A. Storey intimated that he had passed the 69th Reg. Armory over to Spec. Bus. Agent Makowsky.

reported that there was trim delivered at Eng. Coy. #156 on Jan. 28th it was decided to with-

Complainants' Exhibit 45.

draw the picket on this job placed there (per orders of the Comm) by Bro. Makowsky on Jan. 22nd until Jan. 29th 1909.

Sec'y was instructed to have fresh affidavits made out, owing to the gross mistakes in Bros. Makowsky & Gilbert's affidavits. ($4 per day instead of 3.78 and also in Makowsky "and all the carp. work to be erected.") The Comm intimated that they were not dealing in futures.

Resp. submitted
W. J. S. Macmillan
Secy

Feb. 2nd 1909

A special meeting was held tonight to investigate the conditions of the B'lyn Coy. & Standard F. P S & D

Mr. Simon represented the B'lyn after a full discussion, the Comm. decided that after a thorogh enquiry by the Bus. Agt, it was recommend that we would give the Union Label if the Bus. Agent was satisfied with the shop conditions,

Standard recommendation sent on to the B'lyn Label Comm.

Mr. Freiden also appeared, representing the Standard Fire P Sat & D Coy. It was decided that this concern be required to put in a moulding machine within 3 weeks from above date & if the shop conditions are reported on favorably then the Label Comm. will issue the label.

that being all the business the meeting adjourned at 10-30 p. m Present Welch Larson Lyons Murray Wright

Resp. submitted
W. J. S. Macmillan Secy.

Complainants' Exhibit 45.

Feb. 5th 1909

Ridgewood Pumping Sts

The strike Comm. met tonight Bro. Larson presiding. The following Bros. appeared before the Comm. & signed affidavits that they only reed $4 per day on the Ridgewood Pumping Station instead of 4.50 per day. difference in wages

E. Kortwright L. U. 147 L. P. 56 2 days—10.50

Chris. Albrecht L. U. 901 L. P. 1 5½ days— 2.75

Stoffers Engine No. 156

Contractors Fuller & O'Connor Sub C. Dunseath. On a Motion the Sec'y was instructed to pay the difference in wages to the 2 Bros.

Bro. Stoffers was present, & affixed his seal to the affidavits (4) & 3 for M'Hattan Strike C.

Bro. John A. John—— L. U. 457 L. P. 256 signed an affidavit.

Feb 10th 1909

The Comm. met tonight & the following was present. Larson Hollereith & Lyons. The Meeting was convened in order to discuss a settlement of our complaint against Boss Leahy B'Wells

Boss Leahy

Island job. after waiting some considerable time & Boss Leahy not showing up the meeting adjourned

Resp. submitted
W. J. S. Macmillan
Secy

March 11th 1909

The Strike Comm. met tonight Bro. Welch presiding. Motion regularly moved and seconded that the strike on the Welso concern B'lyn be declared closed. Secy instructed to notify the Sec'y Treas. that Nelso is unfair and also notify the B'lyn B. C. It was agreed to take the picket off P. S. 101 the following jobs were reported on Public Bath Jefferson St & Ruetgers St Gerard &

Complainants' Exhibit 45.

Sons (Amalgamated Wood Workers shop 9 hrs & about $15.00) per week) is furnishing the trim. Liebman contractor

Present Larson Wright Murray
Resp. submitted
W. J. S. Macmillan
Secy

March 18th 1909

The Strike Comm. met on the above date. Bro. Welch presiding. there being no reports before the Comm. the motion for adjournment was in order.

Present Murray Lyons Larson
Resp. submitted
W. J. S. Macmillan
Secy

March 25th 1909

Bus. A. Lee & Representative of the B'lyn F Proof S & D

Meeting of the Strike Comm. was held here tonight. Members present. Larson Murray

Mr. Epsten of the B'lyn F. P. Sash & D. was very plainly informed that Bus. A. Lee's requests & instructions as to placing a satisfactory shop steward in their shop to look after the Label, must be respected & complied with. Mr. E. went off agreeing to perform his part of the compact.

Resp. submitted.
W. J. S. Macmillan
Secy

April 6th 1909

Election of

Strike Committee Met tonight. Bro Welch in the Chair.

Mov'd by Bro. Hollereith Sec'd by Bro. Larson that J. H. Wright be Secy of Joint Strike in place of Bro MacMillan resigned. *Carried unanimous*

Complainants' Exhibit 45.

Demorrest Boss Carpenter asked for privilege to get Trim for P School No. 126 from "Dunbar Box & Lumber Co" which is an unfair shop. *Permission refused*

Delegates to Trade Board

Motion mov'd & seed "That J. H. Wright be delegate to Trade Board in place of Bro. McMillan resigned (Welch & Murray are other 2 Delegates) *Carried*

Motion for adjournment until Thursday *Carried*

Adjourned

Present Murray Boyd Hollereith Larson Lyons Wright

Respectfully submitted

J. H. Wright Secy

April 8th 1909

Strike Committee Meeting held tonight @ 8 Bro Murray in the chair.

Brooklyn Sash & Door *Fireproof Co.*

Epstein Agent was expected to be present tonight to make an affidavit. He having stated that he could pick up dozens of 'labels' at random and put them on his work. Mov'd that B. A. Lea see the firm and ascertain whether he had any financial Interest in the firm *Carried*

Adjournment Mov'd by Hollereith Sec'd by Boyd *Carried*

Present Hollereith Boyd Larson Lyons Wright & Notary Stoffers

Adjournment

Respectfully submitted

J H Wright Secy

April 15th/09

Strike Committee Met tonight. Bro Welch in the Chair

Brooklyn Co. Epstein 1-3 East 107th St N Y

Epstein of the Brooklyn Fireproof Sash & Door Co. appeared immediately after Notary Stoffers had left the meeting charging Business Agent Mannifield with exceeding his duties. Mov'd

sec'd that Secy write Bro. Mannifield to appear before the Committee on the 22nd *Carried*

Demorrest Boss Carp'r

Demorrest appeared asking the committee to consider his case. Mov'd & sec'd That we abide by our previous decision. *Carried*

Adjournment mov'd & Carried

Larson Lyons Hollereith Murray Boyd Wright

Respectfully submitted

J. H. Wright Secy.

April 20/09

Strike Committee Meeting at 8 o'clock Bro. Welch in the chair

Having reed a communication from Bro. Bohnen that "Palen & Sons" of Kingston had gone 'scab' who also stated that they could get their 'Trim' put up independent of the union and who were supplying 'Trim' to the Masonic Temple Brooklyn? Movd & Secd That the Secy write Busness Agents Lea & O'Grady of Brooklyn also 'Brooklyn Strike Committee' and Business Agent Crimmins of Manhattan Carried

Adjournment Mov'd & sec'd Carried

Wright Boyd Larson Lyons

Respectfully submitted

J. H. Wright Secy

April 22/09

Strike Committee met tonight at 8 o'clock Bro Welch in the chair

B. A. Storey gave a report of the work on *Blackwell's Island*. "*Bosforth & Dickenson*" have not given out the order for frames yet so they told him on April 15th "*Public Bath*" 54th St "Jennings said 'Trim' must be given to Reynolds stated today 22nd/09 *Fire House* 68th St

Complainants' Exhibit 45.

Job got white mortar on it No 'Trim' at all on it

Br. A. Mannifield appeared in response to Epsteins charges also did Epstein appear

After considerable discussion between the two contestants The Chairman told Epstein that Mannifield was not *paid* by this 'Strike Committee' at all. As Epstein had been under the impression that he had been paid by the Strike Committee Mannifield went to their 141st job There were no 'Labels' on the 'Trim'. And they told him to go to 'Hell' Mannifield said it was the 'Building Dept' who were finding fault with their work owing to it being imperfectly covered with "Kalemine."

A draft was produced by the Chairman to the effect that it be forwarded to the 'Bye Law Committee' That the J. S. C. have power over the B. Agents to stop payment of same if not working to the satisfaction of the J. S. C. Moyd Lyons Seed Boyd That it be sent to the 'Bye Law Committee' & inserted in the Bye Laws. *Carried*

Brief report reed from him Moyd & Seed That Secy take note *Carried*

Adjournment subject to call Wright Secy

Wright Larson Boyd Hollereith Lyons

April 27th

Strike Committee met at 8 o'clock Bro. Murray in the Chair Wright Boyd Lyons Bohnens letter Re Palen & Sons Kingston having gone scab & left over till next meeting.

Adjourned Moved and carried

Wright Secy

April 29th

Strike Committee met at 8 o'clock Bro Lyons in the chair B. Agents O'Grady & Lea's reports on the 'Masonic Temple' Brooklyn were rec'd

B Agts Reports

Complainants' Exhibit 45.

20

"Palens"

Wrote (in shorthand) O'Grady April (in shorthand) 30/09

Bro Bohnen letter on 'Palens' Kingston rec'd also inquiries re Firehouse 68th St between 3rd Ave & Lex Nesbit's Job'' Sec'y to write B. Agent Storey

Nesbits Job Firehouse

McConnels

Pinchers

Sec'y

Wrote (in shorthand) May 1st

Sec'y Treasurer to Telegram to McConnell's at Cornell that 8 Hours @ 2¼ only will be accepted. Also letter to ''John Pinchers & Sons or CO'', Conn stating by Featherston that the putting of their firm on a 9 Hours basis will remove their name from the ''Fair List'' on ''Municipal Work' also to Notify Sec'y (last 2 words in shorthand) Municipal Builders Association'' Wright

21

Wrote April (in shorthand) 30/09

B. A. Crimmins

B. Agent Crimmins wants to know about ''Batavia'' Woodworking Co working 9 hours.

Makowskys

B. A. letter asking who was furnishing the majority of the furnishings for School #126 also stating that 'Gerards & Sons' Greenpoint delivered 30 Hardwood doors (O & R) to the Public Bath on Monroe St near Jefferson St on Monday April 19 @ 1.30 p. m. Secy to write Erickson B. A.

Wrote on May 3. Wright (in shorthand)

22 B. A. Naegel

2 affidavits Reed from B. A.Nagel Held over till next meeting Adjournment mov'd.

Present

April 29th continued from previous page

Wright Hollerreith Lyons Boyd

Respectfully submitted

Jno. H. Wright Secy

Makowsky S. B. A. &Libbey

May 11th 09 Joint Strike Committee Meeting Bro Murray in the Chair

Present Wright Hollereith Boyd Lyons

B A A communication having been received from S. B. A. makowsky to the effect the contractor

Complainants' Exhibit 45.

x at the Armory 9th Ave & Brooklyn

G. E. Libbey of 519 Flushng Ave Brooklyn was using *non union* material as Door & Window Casings and other Interior Woodwork which is manufactured & delivered by Hardy & Voorhees of Brooklyn a 10 hour mill It was decided to write B. A. Erickson to attend to this case & report to the committee at their meeting on the 13th inst.

Bohnen's letter & Storey

A letter having been recd from Bro Bohnen organizer to the effect that Palen's of Kingston were landing material at 33rd St dock North River. B A Story reported on this matter when it was decided to be received & filed.

Also B. Agents to hunt up the case of McConnells Trim used on the "Baumer residence" *somewhere* in this city.

Adjournment mov'd till Thursday the 13th

Respectfully submitted

Jno. H. Wright

Secy

May 13th Meeting of "Joint Strike Committee." Bro. Murray in the chair Present Wright & Boyd

A communication having been rec'd from Makowsky S. B. A. on "Public Bath" Monroe & Jefferson St where "Lipman" Contracting Co. of 1986 Broadway received 30 Hardwood (oak) doors (veneered) from "Gerard & Sons" of Greenpoint. Sec'y was notified to write B. A. O'Grady in the matter. A reply was rec'd from B. A. O'Grady to the effect that no such job existed in Brooklyn Bro. Makowsky not stating in his letter whether job was in Brooklyn or New York B. A. Donogan was written to on the matter & he reported to the committee that all the doors were now hung.

Reports recd and accepted

A report was rec'd from B. A Erickson and B. A. Lea on the Armoury Job 8th Ave & 15th

Complainants' Exhibit 45.

Libby's job & B. A. Erickson & B. A. Lea

St Brooklyn Libby's job re—Makowsky's report. B. A. Erickson & Lea informed the committee that it was only a 2 or 3 days job at the most when the job would be through Boyd moved (in shorthand) The Committee gave instructions that the men be put back to work and that Libbey be instructed to use only "Union material" on his jobs for the future.

Bohnen

Organizer Bohnen wrote that he had settled the matter with Palen & Sons of Unfair Trim on Masonic Temple Brooklyn

B. A. Erickson

B. A. Erickson reported the matter of the 'Brighton Beach Casino' where 'Kleeman' a non union Firm is supplying Bar Fixtures Peter Guthy being the General Contractor & Muller the sub-contractor for carpentry. The Architect letting out "Bar fixtures" independent of the General contractor. Adjournment moved & carried

Respectfully submitted

J. H. Wright Secy

May 14th Meeting of the Joint Strike Committee Bro Welch in the Chair Present Lyons Hollereith Boyd Larson Wright

Makowsky Libby's Job

S. B. A. Makowskys letter considered in connection with Contractor Libbey's job at 8th Ave & 15th St Brooklyn Armoury The decision of previous meeting was concurred in by the Committee.

Brighton Beach Casino

B. A. Erickson again reported to the Committee on the Brighton Beach Casino. Committee decided that the matter be referred to the Brooklyn Strike Committee

Adjournment regularly moved & Carried

Respectfully submitted

J. H. Wright Secy

May 20th Joint Strike Committee Meeting Bro Welch in the chair Wright Hollereith Murray Lyons Boyd Larson

Complainants' Exhibit 45.

McConnell

A communication having been recd from Bro. Bohnen organizer on McConnells Co. Hornell Secy was instructed tto see that they be placed on the Unfair list of the 'Bosses' Association.

Adjournment mov'd until call

Respectfully submitted

J. H. Wright Secy

May 25th Meeting of "Joint Strike Committee."

Bro. Welch in the Chair

Present Wright Sec'y Lyons Boyd Murray

Mov'd & Seconded "That Election of Secretary of "Joint Strike Committee" stand over till next ordinary meeting and Bro. Wright still holds the position until such meeting. *Carried*

Makowsky S. B. A.

Letter from S. B. A. Makowsky was read over Mov'd & seconded "That it be left over until our next meeting and Business *Carried*

Agent to be present

Bohnen's Letter

Letter from Bro. Bohnen Re Palen's Co. Mov'd & Sec'd "That this matter be brought before the Executive on next Thursday night the 27th inst. *Carried*

Adjournment moved until next ordinary meeting

Respectfully submitted

Jno. H. Wright Sec'y

Joint Strike Committee Meeting

May 27th/09 The Committee decided that Bro. Wright

Bro Welch in the chair *be Secy until next meeting*

Queen's Boro

on complaint of C. Schuler Local 32 Boss Carpenter Diamond of Bergen St. x came before the Committee over a Job in Queen's Boro stating that the Job would last about 3 weeks and that he could not afford to pay $4.50 per day. The committee decided that he be instructed to pay $4.50 per

Complainants' Exhibit 45.

32 day, which was at once communicated to him by the chairman.

Gallagher's Job

B. A. O'Grady was instructed to obtain affidavits to the effect that Contractor Gallagher President of the "Wood Manufacturing Co" Great Neck who work 9 hours per day & 4½ hours on Saturday was supplying Manufactured Woodwork to Gallagher's job Public School #126 St. Nicholas Ave & Luydam Ave Brooklyn

A case was reported from Queen's Boro Strike Comm. that Boss Carpenter Cruinen refused to pay as wages 50c per day advance A He decided to place it in the hands of the Queens Strike Comm.

3 Queen's Strike

under protest under appeal to the Joint District Council Strike Com. The Committee decided that he pay the advance. B. A. Lynch ordered the men out and there being 3 hours waiting time due.

A

Present Welch Wright Lyons Boyd

adjournment moved until call.

Respectfully submitted

J. H. Wright Secy

N. B. B. B.L.

(In lead pencil):

Executive Granted Permission for to engage two Tracers.

4

6/3/09

(blue cross)

J. D. C. Meeting

Bro. E. J. Welsh in chair.

Present Murray, Larson, Boyd, Lyons & Hollereith

Moved & second, that Bro. Murray be elected Sec. of *Com. carried*

Minutes of last meeting read & approved

Report B. Agt Storey Stated that Libbey's Job was without any trim

Communication was received from the C. F. U. in regards to Palen's & McConnells unfair trim. Bro. D. F. Featherston will appear befor the Com on Friday 6/4/09 to explain the conditions of said shops.

Complainants' Exhibit 45.

Com. decided *to hierd a boy to trace the upstate unfair trim* ($12.00 per week) 83

a motion put & carried a boy was to be heired & to pay him $2.00 per day ($12.00 per week) worke to satisfactory to com. A Motion put & carried that Bro. Murray find a boy.

Bro. Bohnen; Stated that Gallagher Contractor should be written to that If he (Gallagher) did not live up to U. B. C. of J. & A. S. this com. will prefer charges against him. Bro. Boyd was elected on the trade board in Bro Wright place. M. B. Strike Com. appear & stated that the J. D. C. had granted the request of M. B. Com. to take all men away from the unfair Boss. Lumpers which 83 joined Bosses Association of Building Trades

The reason for this is that those Lumpers are in other Borroughs On a motion put & carried the *J. D. C. St. Con.* all right but be carefull dont have a Lockout. (McEwen Killen & French) was the com (of M. B. S.)

(in lead pencil) concored in 6/10/09

John H. Murray Sec.

6/10/09

J. D. C. Strike Com. meeting

Pres. E. L. Welch in chair minutes of last meet read & Approved Murray, Jalett, Lyons, Boyed, 83 Hollereith, Larson & Welch

Bro. D. F. Featherston made his report of the C. F. U. Executive board. The request of the J. D. C. S. Com. wast granted, by putting McConnell Mftg. Co. of Hornell N. Y. & H. W. Palen Sons of Kingston N. Y. on the on fair list. Communication's from Hornell & Kingston left to the Sec. of Com. Bro. Geo. J. Boehnen reported. Boss P. Gallagher of #1181 B'way M. B. doing School 162 St. Nicolaus & Syydam St. Brooklynn. Agreed to worke fourtyxHours (48 Eight on 6/8/09

B Agt Crimmins reported Jewett Refrigerator-Co. of Buffalo N Y was furnishing Ice Boxs for

Complainants' Exhibit 45.

Belview Hosputel Refered to Bro Bohnen to unionise the shop

J H M Sec

Special Meeting call on 6/14/09 Monday P. M. 7.30

Com. Bro. F. Hollereith acting chairman Jabett Murray, Boyd & Hollereith

Com. called on protest of the Brooklynn strike Com. against Queens Borrough Strike com. for refusing to remove men on job at Grand View & Lindin Ave (Boss C. Miller

Bro. Thos. Glennon represent's the B. B. S. Com. & stated that Brooklynn had removed all men working for Boss C. Miller of Ridewood for not paying the Uinon wages

Bro. Glennon showed the com. Three (3) communication's from L. U. #147 stating that Bro. Samuel Bindler & Bennet Bindler worked

On job Sumter St bet Saratoga & Howard Ave From 22, 24, 25, 26, 27, 28 & 29

Received $18.00 ought to received $27.00 Balance $9.00 a peice Total $18.00 due Both Bros.

Also Bro. Solomon Bleich from the same L. U. #147 worked on same job

From 24, 25, 26, 27, 28, 29—5½ days Received $15.12 ought to $24.75 Balance $9.63.

On motion put & carried That Queen's Borrough be order to remove all men working for Boss C. Muller on said job & all other jobs and that Sec. Treas. D. F. Featherston notifye B. Agets of said Borrough to comply with the orders of the J. D. C. S. Com. The Com. had both Borrough Agreements which they have with their Bosses $4.50 per day

Approved 6/17/09

Date of Com. June 7/09
D. Tyson Rec. Sec.
John H. Murray Sec.

Complainants' Exhibit 45.

6/17/09

Pres. Welch call the meeting to order all of the com present

B Agt Blumenberg reported that P. C. Edmonds & Co. #1826 Park Ave. was a glazer's shop & the 40 Bdls of sash that was shipped to this place 6/11/09

B Agt stated he could not find out where they were going to from this glazers shop. Sash came from McConnell of Hornell, N. Y.

S. P. Agt. Makowsky reported that Engine House #37 Amsterdam Ave & 128 St Ahearn Construction Co (Office #271 W. 125 St) doing the work & thought trim unfair will look this up

John H. Murray

6/17/09

Bro. Welch in the chair;

Present, Hollereith, Lyons, Boyd, Larson, Jalet, Welch & Murray

B. Agt. Blumenberg reported that T. C. Edmonds & Co. of #1826 Park Ave, N. Y. C. (receiving sash from McConnell of Hornell, N. Y.) was a glazer shop and could do nothing. Special Agt. Makowsky reported Engin Hous #37 Amsterdam Ave & 128 St eneral contractor Ahearn Construction Co. Office #271 W 125 St & that he (Makoskey) would follow this up.

John H. Murray

6/29/09

Bro .Welch in chair

Present Lyons, Boyd, Larson, Jalet, Hollereith, Welch & Murray

B'agt Storey & B agt Crimmons appeared befor the Com & stated that 58 st & 7th Ave Haden Construction Co. General contractor, & *Phillips & Julian sub contractor doing* the trimming of said Bldg. Boss furnishing the trim for 15 Rooms was

Complainants' Exhibit 45.

unfair Boss & that was the *Car foundery of Wilimngton Delaware* also that a Union Boss by the name of Burnkenne was furnishing trim for said job . Motion made that all Union men be removed of said job (58 St & 7th Ave) in the morning (6/30/09) motion was carried

Motion made & carried to put a picket on said job Motion made & carried to remove all Union men out of shop's that are furnishing trim for said job (carried)

John H. Murray

7/1/09

Bro. Welch in Chair

Present Jalet, Boyd, Larson, Hollereith, Lyons, Welch & Murray

B Agt Nagle reported that Kraemer Bro x College Point was unfair, receiving trim from McConnell of Hornell N. Y. could do nothing with them. Reported in regards to Kalustner shop Astoria put two (2) spie's in

shop to receive information on Municipal worke. Motion to pay difference in wages Samuel Bazow L. U. #309

Max Rosenthal L. U. #1790 Each to receive $7.78 a peice Total $15.56. Motion carried. B agt Smith reported that J. A. Wood & Son of Far Rockaway L. I. (receiving trim from McConnell of Hornell N Y) was a small shop & was un union shop could do nothing.

John H. Murray Sec

New York, July 6/09

Joint District Council Strik Committee reorganize and elected Bro Walsh chairman and George Hellen Sec. on trade board is Walsh Hellen Dadds of 2st Branch moved and seconded that we continued *the Boy following the unfair trim carried Burhenne cane* before the Comm. and asked

Complainants' Exhibit 45.

for his men be put back to work moved and seconded that the men be returned pending a settlement and he to be restricted from sending any material on job 58th St and 7th Ave until July 28/09 carried moved and seconded that we communicate to the General offers for finincial aid for the unfair trim question carried received a commucation fron Pres. Huber asking to give organizater Byrnes all the assistance possible moved and seconded we adjourn to meet to Thursday July 8/09 carried

George Hellen
Sec

July 8/09

J. D. C. Strik Committee and Exsective Comm, and B. Ags met and a general discussion for the welfare of the trade Bro Walsh chairman and Bro. Featherston Sec. Adjourned to meet on Thursday July 15th at 7.30 p. M.

George Hellen
Sec

July 15/09

J D. C. Strik Comm Bro Walsh chairman Report of B Ags Crimmins Bloomberg S. Kelson in relation to jobs on the hill Report that they gained admission to some of the buildings Moved and seconded and carried that they continue there work Organizer Bohnen stated that the papers against Bottsford & Dickison Co on school #163 of Brooklyn have already been filed a bill for a half day 250 for Joseph Moelter as complaintion in said case bill of $12.70 *for Boy following unfair trim* B. Ags Story reports that pickets on 58th St job and 7th Ave haveing a hard tin persuading the men from going to work moved and seconeded we Adjourned to meet on next Thursday July 22/09

George Hellen
Sect,

Complainants' Exhibit 45.

July 22,/09

J. D. C. Strike Committee

Bro, Walsh in the chair Communication fron L U 715 received and filed as the Committee could see the necesseacity of adding more expence to the District Shop and Job Stewards reporting weekly to the J D. C. carried Communication from Manhattan Borough Strike Committee asking the concent of the Comm, to assist the Painters on the job at 62nd St & Bway. Manhattan received & filed as the matter was left In the hand of the B Agts moved and seconded that we Communicate with Philidelphia District Council to do all In thier power to compel Boss Smith of their city to get down to eight hours as we refuse to handle any of his material in the future carried for B. Agts Crimmins to write moved & seconded that we allow no men to work for Boss Schwarlswaelder who is now filling up the post office in the Metropolitan Life Building as he has been unfair in the past carried

July 22/09

B. Agts Crimmins states that the job at 58th St and 7th Ave appears hopeful as they have released some of the unfair contracter and have given the work to union firm moved & seconded that we Adjourn to meet next Thursday July 29/09 Present Walsh Lyons Dadds

George Hellen
Sec

July 29/09

Meeting of Strike Committee was held on the above date Bro Walsh in the chair B Agts O'Grady asked the consent of the committee to put one or two men on schools #51 and #52 in order to get evidence against the general contractors Which was granted

Complainants' Exhibit 45.

Moved and seconded That B Agts Crimmins be instructed to investigate the contracts given by Clark and Stoll to the Marcus Woodworking Co. For the jobs on schools and firehouse carried 83

After hearing all B. Agts discussion pro and con on Hedden job It was moved and seconed that a committee of three B. Agts Kelso and Crimmins and Story be allowed to visit the Newark Building Trades Council on Saturday July 31/09 in relation to Hedden's jobs carried

Communication from L U #309 as to pickets on 58th St and 7th Ave recieved and filed

Moved and seconeded that we instruct B. Agts Crimmins to investigate all jobs of James Elger as to when the contracts was signed for trim and other material with the McConnell Mfg Co and to report at the next meeting Carried 83

Moved and seconeded That all B. Agts pull no jobs without consulting the J. D. C. Strik Committee on the unfair trim Carried

Adjourn to meet next Thursday Augs 5/09

Approved Augs 5/09

George Hellen Sec

Augs 5/09

J. D. C. Strike Comm Bro Walsh in the chair Moved and Seconeded that all B Agts pull any jobs without consulting the J. D. C. strike Comm on unfair trim Carried 83

Communication fron L U 724 received and forworded to the Manhattan Borough Committee

Moved and seconeded that Bro Holland visit Blackwells Island and find out wear the Window Franes and other material is come from on several jobs carried

B Agts Crimmins reported visiting James Elgar concerning contracts between him and the McConnell Mfg Co But got no definate answer It was

Complainants' Exhibit 45.

moved seconeded that he revisit James Elgar and insist upon finding the dates of contracts Carried

B Agts O'Grady reported on schools #51 and #52 and stated up to date he could not get any one to go in

Moved and seconeded That B. Agts Crimmins and Kelso be appointed a committee to visit Sloan and Muller And insist upon then living up to Section 54 of the by-laws of the J. D. C.

Adjourn to meet next Thursday Aug 12/09

George Hellen

See

Aug 9/09

Special meeting of the J D C Strike Comm Bro Walsh in the chair Bro Holland temporary See) Meeting called at request of Organizer Cook in relation to Haddens affair Bro. Cook reports that he was Invited to meet C R Haddens and Bro McLean bore out the statement of Coock

Bro McLean requested that one or more Busines Agts be empowered to make an agreement with Hadden

The proposition that we allow Hadden to erect the trim already delivered on the job was discussed

Any agreement made with Hadden must be made with J. D. C. Strike Comm Moved and Seconded that the Committee in Charge see Hadden and get all the information and report back to the Strike Comm

George Hellen

See)

Aug 12/09

Meeting of the J D C Strike Committee Bro Walsh in the chair B Agts Story reported on Hadden job he stated that Organizer Cook was

going to use his best energies with Hadden for a settlement but woald first submitt the terms to this Committee Moved and Seconded that B. Agt Crimmins proceeds to Newark on Friday 13 and impress on Organizer Cook that no agreement with C R Hadden without first submitting the same to this Committee Carried B Agt Bloomberg reported that he stopped 25 men on the Theological Seminary at 120th and 121th St Robinson general Contractor Moved and Seconded that Bro Featherston answer the invitation of the Employers Asst as the District carried It Moved and Seconded that we concur in the action of B Agt Bloomberg and also B Agt Kelso to assist him on said job Carried

B Agt Story reported on job at 31th St and B'Way progers Moved and Seconded that we adjourn to meet next Thursday Aug 19/09

George Hellen

Sec

Aug. 17 09

Special meeting of the J D C Strike Comm Bro Walsh in the chair Communication from the Employers Asst was read and acted upon and a committee appointed consisting of Story Crimmins Kelso Wallace Dadds Lyons Holland Hellen to meet a like wise committee of the Employers Asst to request then to submitt a basis for an a agreement Members present Story Crimmins Dadds Kelso Holland Bloonberg Walsh Wallace Dunn Lyons Fatherston Hellen B Agt Bloomberg reported on Robinson job at 121st St that non union men have been started Noved and Seconded that all B Agts stopped all union men found in Robinson employ carried B Agts Crimmins and Kelso reported that interview with Slown and Moller in regards to section 54th of the by laws of the J. D. C.

Complainants' Exhibit 45.

62 Noved and Seconded that——the B Agt insist that Moller and Slown live up to section 54th of the J. D. C. by laws adjourn to meet on Aug 19/09

George Hellen Sec

Approved Aug 19/09

Aug 19/09

J D C Strik Committee Bro Walsh in the chair B Agt Bloomberg reported that Robinson had a job in Arlington N J which had to be done in a short time and ask the Committee to visit the job and see if they could get any assistance fron the B Agt in that district Bor Holland was appointed
63 a committee of one to assist B Agt Bloomberg carred B Agt Martin asked permission fron the Committee to stop six or seven men on the Hospital in Stat Island Said men or setting back and laying sleepers for an unfair lumper Moved and Seconded that we comply with the request of B Agt Martin Carried

Moved and Seconed that we appoint Bro Holland to assist B Agt Story on Blackwells Island Carried Noved and Seconed that the committee to meet the Employers to meet at Headquarters on Monday at 9 A. M. Carried 23/09 Moved and
64 seconed that we meet next Thursday Aug 26/09 Carried

Aug 24/09

Special meeting of the J D C Strick Comm Bro Walsh in the chair To discuss the agreement offered by the Master Carpenters After tearing it all to pices it was moved and seconed that we appoint a sub Comm to draft an agreement and report back to the committee on Friday Aug 27/09 Committee appointed was as follows Holland Story Crimmins Kelso Communication from Branch No 770 received and file Communication from L U No 715 received and file Communication

Complainants' Exhibit 45.

from L U No 309 received and file Communication from L U No 715 received and file as it is in the hands of Committee Adjourn to meet on Friday August 27/09

George Hellen Sec

Aug 27/09

J. D. C. Strik Committee meet on the above date Bro Walsh in the chair the agreement with the Employers was taken up and thourghly gone over so as the Committee could have it for Monday as a cowntер proposition for the one the Employers offered to us B Agt Crimmins stated that there
Blue X was a shop and mill in Mount Vernon who was compelling our men to take out cards in the Amalgamated Woodworkers Noved and Seconed that B Agts Crimmins and Boucher be sent to Mount Vernon to offset the Bosses schene on Saturday August 28/09 Noved and Seconed that we communicate with the general office asking President to have Organizer Cook be sent in to this district to try and organize the Amalgamated Woodworkers under the eight hours basis adjourn to meet on Monday morning Aug 30/09 to meet the Master Carpenters

George Hellen
Sec

New York Sept 2/09

J D C Strike Committee Bro Walsh in the Chair
Blue X Moved and seconded that B. Agts Crimmins to notified the Newark D. C. to take of picket on Robinson job in Arlington N. J. Carried. adjourn to meet the Master Carpenters on Friday Sept 3/09

George Hellen Sec

Complainants' Exhibit 45.

Sept 7/09

Special meeting of the J D. C. Strike Comm, Bro Walsh in the chair To discuss the agreement of the Master Carpenters which took up all the evening adjourn to meet on Thursday Sept 9/09

Blue X

George Hellen Sec

Sept 9/09

J. D. C. Strike Committee Bro Walsh in chair B. Agt Story reported that he had two jobs in his district one at 57th St and 7 Ave Bond general Contractor the other at 67th St and first Ave Schaffer general contractor It was moved and seconded that B. Agt Story stop the men on both jobs from handling Cross Austin and Irelands unfair trim Carried It was moved and seconded that B. Agts Crimmins and Kelso visit Sloan and Muller to have the company live up to section 54 of the J D C by laws and to report back to the Committee on next meeting B. Agt Kelso reported that a job at 181 Bway New York was stopped by him against Louis Bossertis trim B Agt Crimmins reported unable to see Sloan and Muller at present Noved and seconded That we dispence with the boy services from Friday Sept 10/09 adjourn to the Master Carpenters on Friday Sept 10/09

Sept 14/09

Blue X

Special Meeting of the D D C Strike Comm Bro Walsh in the chair to take up the agreement with the Masters Carpenters which lasted several hours

Blue X

B. Agts Crimmins and Story reported that Bond Co had started tow non union men It was moved and seconeded that all B. Agts stop all of Bond work in their respective district Carried Representative from the Schaffer Co. appered before the Committee and requested that the men be re-

Complainants' Exhibit 45.

turned with the understanding that the Schaffer Co would not use any more of Cross Austin & Ireland material the Committee refused to grant the request unless the Schaffer Co. sign an agreement to that effect

George Hellen Sec

Sept 15/09

Special meeting of J D C Strike Committee Bro Walsh in the chair Drafting a counter propositions to meet the Master Carpenters on Friday Sept 17/09 Organizer Cook assist the Committee In response to the request of the J D. C. Strike Committee *Pres Huber has placed* Organizer Harry Cook in this District he has reported to the Committee an dthe Co mhas instructed him to proceed to handle the *Wood Workers Situation* to the best of his ability and the B. Agts are instructed to give hin all assistance in their power B. Agts Story reported that he had an invitition to see the Hadden Co at their office and Organizer Cook was requested by the committee to go with B Agt Story and see what the terms of settlement were

George Hellen Sec

Sept 16/09

Meeting of J D C Strike Committee Bro Walsh in the chair B Agt Story reported that the Rutherford and Dickenson Co job on Blackwells Island is being furnished by the St John Woodworking Co the Committee Drafting agreement for the Com for to meet the Master Carpenter on Friday Sept 17/09 adjourn to meet on Tuesday Sept 21/09

George Hellen Sec

Complainants' Exhibit 45.

4

Sept 20/09

(blue check) Special meeting of the J D C Strike Comm Bro Walsh in the chair to take up the agreement with the Master Carpenters After Threshing it out for a couple of hours it was moved and seconded that we call a special meeting of the District Council for Thursday Sept 23/09 to consider the agreement Organizer Cook report on the Amalgamated Woodworkers and on Hadden jobs.

George Hellen Sec

Sept 21/09

5 Special meeting of the J D C Strike Committee Bro Walsh in the chair to take up the municipal agreement A preveious engagement kep Bro Bohen from the meeting

George Hellen Sec

Sept 24 22/09 Friday

Special meeting of the J D C Strike Com. Bro Walsh in the chair Organizer Cook reported on the jobs of Hadden and Robinson Moved and Seconded that the men be returned to work on Hadden jobs on Tuesday morning Sept 28/09 with the un-

6 derstanding that all the non-union men be laid off with the exception of the foremen and that all foremen and chargeman will be laid off on Friday Carried Moved and Seconded that Organizer Cook in conjuction with the Business Agents visit Robinson and Bond and Schaffer jobs in regards to the terms of settlement Carried

Sept 23/09

Special Meeting of J D C Strike Committee Bro Walsh in the chair To report the proposed agreement with the Master Carpenters

George Hellen Sec

Complainants' Exhibit 45.

Sept 30/09

Meeting of the J D C Strike Committee Bro Walsh in the chair Bus Agts Crimmins report that Sheffer job settle and report that Organizer Cook was call to General office Moved and Seconded that all men keep away from Robenson job Carried

George Hellen

Oct 7/09

Meeting of J. D. C. Strike Committee Bro Walsh in the chair Noved and Seconded that now action be taking on Palerno Bros job until Organizer Cook return Noved and seconeded that Secy, send out in the synopsis that all men keep away from Robenson jobs

George Hellen Secy

Oct 21/09

Meeting of J D C Strik Committee Bro Walsh in the chair Organizer Harry Cook reported that with the aid of B. Agts Bloomberg and Kelso he settle Robinson jobs and all men and foremen in his employe be discharg Bro Freid of local U. 309 was requested to leave the Committee roon he not being a member Organizer Cook reported that he requested all B. agts to ceased all hostilities on Wednesday morning he all so stated that he never requested Bor Freid to pull any job Bro Freid denied that he was present when Orgarnizer Cook made this requested Cook said that Freid was present Bro Freid reported that after a conference with B. Agts and Bro Makwakey he and Makwakey Pulled No. 43 5 Ave and job in essex St. Bro Makwakey stated that he assisted Bro Fried to pull two job in instruction from B. Agt Storey B. Agt Kelso

Complainants' Exhibit 45.

was instructed to put the men back on job at Renington and essex St. pulled by Freid B. Agt Bloomberg was instruced to put the men back on Van ordens job 181 St B Agt Bloomberg reported that Paterno Bros has made an agreement to give no more work to Murrey and Hill Co unless they conforne to Brother Hood conditions W Simon a Builder appeared beford the Committee in reference to his job witch was pull because he was using the empire trim he stated that B. Agt McKewen told hin last march that the empire trim was fair the Committee decised that he could have our men B. Agt Erickson reported that the Aldermen stands in Brooklyn were Build by non, union men

George Hellen

Oct 28/09

Meeting of J D C Strike Committee Bro Walsh in the chair a communication from Paterno Bros state that they agree not to give any further work for any of our future building to Murray and Hill Co have a union shop in perfect harmony with your Organization Received and placed on file Communication from the Master Carpenter was diseuss and Secy Featherston was requested to notified Master Carpenter that we would be prepared to meet them on Friday night at 8 P. M. Oct. 29/09 Communication from L. U. 451 received and file and the Secy to notified proper authorities

George Hellen
Sect

Nov 5/09

(blue check) Meeting of J. D. C. Strike Committee Bro Walsh in the chair A Communication fron the Master

Complainants' Exhibit 45.

Carpenter stating that they would meet the committee on Saturday Nov 17/09 at 1 o'clock P. M. to sign the agreement adjourn to on Saturday at 12 noon at Building Club 83

George Hellen
Sec

Nov 12/09

Meeting of J. D. C. Strike Committee Bro Walsh in the chair

Orgainzer Cook and Quinn reported on the amalgamted Woodworers

George Hellen
Sec 83

Nov 19/09

Meeting of J D C Strike Committee Bro Walsh in the chair to take up Municpal work witch took up the whole eveing

adjourn to meet on Nov 26/09

George Hellen

Nov. 26/09

Meeting of the J. D. C. Strike Committee Bro Walsh in the chair

Organizer Quinn reported that he was up to Paling Mill in regards to the Amalgamated Woodwork witch look favorable 83

adjourn to meet on Dec 2/09

George Hellen

Dec 9/09

Meeting of the J. D. C. Strike Committee Bro Walsh in the chair to take up Municpal work but owning to some of the Committee men not appearing it was laid over to the next meeting B.

Complainants' Exhibit 45.

86 Agts Crimmins reported that Moller and Slone was cutting out for lock the Committee talked it over and decided that is a part of the agreement and Instructed B. Agts Crimmins to not allow the men to put on any hardware in shop

Adjourn to meet on Dec 16/09

George Hellen

Dec 16/09

Meeting of J. D. C. Strike Committ Bro Walsh in the chair

Organizer Cook reported and submit agreement of the amalgamated woodwork that Comm got all
87 (blue check) particular Moved and Seconded that Committee reemend to the Joint District Council for their approval Carried

Adjourn to meet on Dec 23/09

George Hellen

Dec 22/09

Wem. Special Meeting of J D C Strike Committee call to settled a Bank in B Agt Lynch district. W. Bugar Architeet B Agt Lynch reported that Mr Buger has always been fair to the Organization and specific in his Contract that none but union labor be employed on all work in his charge Mr
88 W Buger stated that he was unware that the Grand Rapids Furniture Co was unfair to the organization and regrets that he gave then the Contract and positivly Assures the Committee that this firm will get no more of his work B. Agt Lynch requested of Mr. Buger if he was willing to pay Bro Frank if accept 1½ Days pay lost through this diffuctly witch he promised to do so. adjourn to meet Thursday night at the Kalaneine Ass, at the rooms of Employers Ass 34 West 33th St.

George Hellen

Sec

Complainants' Exhibit 45.

Dec 23/09

Thurs' J D C Strike Committee meet at the Employers Ass rooms at 34 West 33th St to sign agreement with the Kalaneine Ass but adjourn to meet together on Wendesday Dec 29/09

George Hellen
Sec

Dec 28/09

Tues: Meeting of the J. D. C. Strike comm and the Kalaneine trade board and Bro Featherston to take up the old agreement of the Kalanine Ass,

George Hellen

Dec 29/09

J D C Strike Committee meet the Kalamine Ass at the Employers Ass at 30 West 33th St to sign the agreement Pressent Walsh Neil Mitchell Wallace Hellen set

Dec 30/09

J D C Strike Committee having been requested to meet the Municipal Builders Ass, to renewed the agreement on Thursday Dec 30/09

George Hellen
Sec

Jan 4/10

Special Meeting of the J D C Strike Comm, to sign the Amalgamated Woodwork agreement Present Walsh and Hellen Orger Cook

Jan 5/10

Special Meeting of J. D. C. Strike Committee was call on the Municipal Builders Ass to meet in Brennen office at 59th St and Madison Ave

Complainants' Exhibit 45.

Bro Bohnan and Walsh and Hellen present on the new agreement

George Hellen
sec

Jan 25th, 1910

Meeting call for order of the J. D. C. strike committe the following Officers Electet Brother E L Welch chairman and for Sec. Brother John Wolfinger

Motion made & second that the committe hereafter meet every Wednesday Evening carried

Motion made & second the committe Recommments to J. D. C. that were their is a shop to be organized Duing the same Class of Work as the manufacturing Woodworkers Association being taken in a body their initiation fee shall be five Dollars carried.

communication From Brother Bohen Placed on file

communication From 381 Was Laid over until the committe here From the B. Agt

Motion made & second to ajourn carried

John Wolfinger Sec.

Feb. 2nd 1910

Meeting called to order Brother Welsh in the chair

Minutes of the Pruvius Meeting aproved as Red

communication From Brother Bohen in Regards to unfair Trim Placed on file

Brother O Grady Reported on School and Blackboards 164 school 43rd st & 14th Ave Brooklyn Carpenter Boss Libby is Duing the Work. Meeting then ajourned.

John Wolfinger sec

Complainants' Exhibit 45.

Feb 9th 83

(blue check) Meeting called on the above Date Bro Welsh in chair the committe Met with the executiv committe Both com Decietet to allow the Organizers 30 Days Organize Shops on 5. 00 Bases Duing the same Class of work as the Manufacturing Wood Woorking Association carried communication From 1565 in Regards to 4 members of their L. U. Who did not Received their Pay I Was instructed to Notify all B. Agt to Look up this Boss and to Report back their findings

Received comnication From Bro. Bohen in Regards to unfair Material Placed on file 83

Meeting then ajourned

John Wolfinger See

Feb. 16th 1910

Meeting called on the above Date Bro. Welsh in chair the Organizers Report on the following shops Hogan & De Gina Window Frame Makers sign the agreeement also the Union Port Manufacturing Lumber Co. the committe coneur in the same

communication From Bro. Bohen Laid over.

meeting then ajourn 83

John Wolfinger Sec.

Feb. 23rd

Meeting called on the above Date Bro Welsh in chair communication of 727 in reGards to Placing a Special B. Agt. on the ? Was Laid over until Nex meeting and the L. U. should Name the man. With Credentials. Ajourn

John Wolfinger See

Feb 25th

Blue X Meeting called on the above Date Bro. Welsh in the chair to here the report of Bro. Bohen on

Complainants' Exhibit 45.

Municiple Work. It was Moved & second that a man be put out to look up a car From McConnell of Hornell N. Y. With a loat of Window Frames Bro. Wolfing Was Elected to do the Work. ajourn

John Wolfinger Sec

March 2nd

Meeting called on the above Date Bro. Welsh in chair. B. Agt Crimmins Report the men in Sloan & mueller shop are cutting out four the Pivots in sash & Frames Move & sec. that B. Agt. be instructet Not to Let the men Due this Work, as it is concited as carpenter Work. carried.

the Organizers Reported that the conway Door shop in Millwaulky is a Union shope Place on file

Moved & Sec. to instruct the B. Agt to give the organizers all the assistans Within their Power carried

comuication From L. U. 727 take up Move & Sec. that the committe Recomment that the Request of L. U. 727 be Granded carried Brother Ragalsky was Named by the L. U. as a Special B. Agt and he must Report to the L. U. as a Special B Agt and he must Report to the J. D. C. strike committe From Week to Week and his Duties are to collect evidence against Bosses L U No 1

John Wolfinger Sec

March 9th 1910

Meeting called on the above Date Brother Welsh in chair the Minutes approved

Organizers Report as follows the Vaires Shops & Jobs it was Reported by Organizer Murray that he Was informed that McCaully shop in 18th st near 5th Ave Brooklyn is Dueing Work for some of our Arbitration Bosses

Complainants' Exhibit 45.

Move & Sec that the B Agt & the Organizer investigate the Matter carried 84

Organizer Young Reported that Marks & Jacobs Refused to sign the agreement Move & Sec that all the B Agt in all the Borroughs were this firm is Dueing Work be instructed to take all the men away From those Bosses Who useses this stuff. carried

Report of Specail B Agt. Ragalsky Received and filed

Report of Brother Wolfinger in Regards to Getting information Move & Sec. the committe indored his action for getting evidence against Bosford & Dickerson Job P. S. No. 77. 84

Organizer Cook, Reported he Was Reddy to go to Brooklyn Move & Sec. that the Com. indorsed his action and Recomments that the B Agt. be instructed to give the organizers their full support carried

John Wolfinger sec.

March 11th

Meeting called on the above Date Brothe Welsh in the chair Minutes aprove.

the com. met to take up the Municipal Works the com instructed Brother Wolfinger to get the evidence against Bosford & Dickerson on P. S. No. 84 77 Ridgewood Park & covert Av the Window Frames came From Meconell From Hornell N. Y. car No. 85,825 (blue X)

Move & Sec. he be Paid for the same carried

Report of Manhattan B. Agt. Received and filed

Move & Sec. that Brother Story be instructed to go tto Bosford & Dickerson on a count unfair matiail carried ajourn

John Wolfing Sec

Complainants' Exhibit 45.

March 16th 1910

Meeting called on the above Date Brother Welsh in the chair to here the organizers Report.

From Brookiyn, they Report that it is necessary to call a meeting of all the Union men in Brooklyn and to hire the academy of Music for the Same and the J. D. C. bear the exspence for the same it is the sence of the committe to Recoment to the J. D. C. that the D. C. indorst the ation carrid

the Specail B. Agt Report Received and continue for one Week and to Report next meeting

the Organizers Report that the Conklyn Lumber Manufaction Co. Reddy to Sign the agreement also the Vannest shop sign. the committe indorses their action. Ajourn

John Wolfinger sec com.

March 18th

Meeting called on the above Date Broths Welsh in chair to take up the municipal Work and to here the Report of the B Agts. B. Agt Lynch on school No 77 Contractor Bosford & Dickerson Window Frames on the Job. the com. instructed the B Agt not to allow the men to Put up the Work as they Wer made in McConnell shop in Honelvill carrid on the other Jobs in his District Report Progress.

Report of B Agt Nagel Jobs in his District Progress

the Report of organizer Bartrell in Regards to New Jersey state court House. Sloane & Miller Job Report no Lables on Matirail the strike com. ordered B Agt Crimmin to see that the Lables Must be put on all Work.

Organizers Report that McKeefers Job 39th St near Broadway that Cross Austin Irland co. is furning the Matierail for said Job Move & Sec

Complainants' Exhibit 45.

that the men be Remove From the job. carried 84
the Organizers Report that they have sign two Mantel shops and that the com. Recommend to J. D. C. that Wee Reclaim this Work. carried

B Agt. Nagel. Reported that the Peirs at Long Beach has started and Wanted us to notify the Suptertent of the Job. that the Wages in that Section is $4.50 Per Day Sec. of the com. to Notify the See J. D. C. of the fact Which I did

March 23rd

Meeting called on the above Date Brother Welsh in chair Mr. Lindblum appeared befor the com. in behave of the McKeefer Firm the Job in ques- 84
blue pencil X tion 39th st near Broadway he showed the contract it was Datted November 27th 1909 it Was moved Sec. that No Men will be allowed to work for this firm until the Matterail be Remove From said job carried

B agt. Story Reported that Boss Elker is forsing the men to use Miter Jacks in the Bldg Job 46-47th Madison Av Move & Sec. that the Matter be Broad befor the trade Board. carried B agt. Kelso Reports that Mr. Ruff & Hogster Job 13th St 2-3rd Ave that the Window Frames came From L Bossert & Son Mr. Hogster appeared Befor 84
the committe for a hereing it Was move & sec. that all Frames not set must be knocked apart and then Put together by Union men Mr. Hogster agreed to Due this and the men ordered to Return to work carried

Organizer Cook Reports he has organized the Burlington Manufacturing Co. into a Door Shop and are sign up he also Reports that the Herrman Lumber Co. has serverial Job in the city it Was move & sec that all B agt assist the organizer With all their Power. carried

the organizer also Report that they sign an

Complainants' Exhibit 45.

agreement With Mark & Jacobson to take afect May 1st 1910 a committe of the Electrical Workers appeared before the com. and ask to be assisted in Rockaway Beach. Request Granted

John Wolfinger See com.

March 25th, 1910

A meeting called on the above Date Brother Welsh in the chair comunication From the Bronx Borrough committe Protesting against the action of Specail B agt. Simpson in connecting with organizirn the Vannest shop it Was move & sec that Both parties be Notified to appear befor the committe on Fryday evening April 1st 1910 carried Report of B agt Lynch of Queens Borrough on school 77 Window Frames on the Job (General Contractors see nex Page) Move & sec. that the B agt Lynch not to allow our men to set Door Frames because there are none Union Made carried over

March 25th 1910

the contractors on Public School No 77 are Bosford and Dickerson. Matieral came From Mcconnell From Hornellvill State of New York also Reported on Public School 51 finishing up and on School 58 Just Starting to excavate

Meeting then ajourn

John Wolfinger See

March 29th 1910

Meeting called on the above Date Brother Welsh in chair to here the organizers Report

organizer Cook Reported that he investicated the case of the Gerade Empire Woodworking Co. and the McCaulley case he Reported it Was a fals alarm he also Reported that everything was Reddy for the Mass-Meeting indorsed by the committe organizer Bush reported that he had sign agreement with Clarmont Mill & Lumber Co. and

Complainants' Exhibit 45.

also With the Biggert shop also that the B agt 8413
and Brother Bush had taken the men away From serveral Jobs Where the Herrman Lumber Co. Was furnishing the Material. it was also Reported that the B agt and organizer Ben Freid are signing agreements and not reporting it to the J. D. C. Strike com. it move & sec. that Both be Notified to appear befor the Committe carried Meeting then adjourn

John Wolfinger, Sec. of Com.

April 1st 1910

a Meeting called on the above Date Brother Welsh in the chair the comunication From the 8414
Bronx Borrough committee Was taken up both Parties beeing Present After hereing both sides it was moved & sec that Brother Simpson is to take care of all the Manufacturing Woodworking shops and Hogan & Di Ganno shops and Mark & Jacobson shop for the time being carried Mr. Gebrard appeared befor the committe in behalf of the steamfitters asking for assistance and also ask for a committe of 10 to attent a meeting on Monday evening April 4 this Madder Was Refered to the J. D. C. for action. Brother Freid & B agt Crimmins appaired befor the committe after a hereing the committe instructed him of his Duties A re- 8415
port From the Brooklyn strike committe was taken up it Was move & sec that B agt Story be Notified to take action against Mr. Biershank Whom is Duing Work on the 7th Ridgement armory carried

Report of organizer Bush in Regard of the Herrman Lumber Co. shop the Matter Was taken up and acted upon carried that the Organizer & the B agt. in that Distric to sign the agreement was concurind. Report of B agt Ragalsky of L U 727 Request that they be allowed to take the men away

Complainants' Exhibit 45.

8416 From all the Bosses of L U No 1 of Masters carpenters association Were Wages are note Paid Request Grandet a communication Received From the Queens Borrough asking for an organizer in that Distric Refered to J. D. Co. also From Hemstead L. U. for the Same Purpose the committe Recomment to the J. D. C. to ask the General Office for an organizer carried.

April 6th 1910

Meeting called on the above Date Brother Welsh in the chair

8417 Report of organizer Cook that the firm of H S. Robertson agreet not to give out any work to unfair firms concured in Report of organizer Bush that the Herman Lumber Co. are willing to sign agreement the Matter Was Left in the hands of organizer Bush an B agt in that District to sign agreement with the firm concured in.

it Moved & Sec. that Brother Simpson be given full controled of all the shop Whom Work more than 55 hours Per Week carried all other B agt take notice organizer Quinn Reportit that the Ashbury Park mill owners Buchanan & Smark Co. are willing to sign agreement the same as the Manufacturing Wood Working Association it move &

8418 See that the Matter be Left in the hands of Brother Quinn carried

Report of B agt Story in gards to 7th Ridgement amory Job, Kelly & Kelly General contractors Charles Beirshank is furnish the Material for said Job. Move & Sec. that the men be taken away From said job as Mr. Beirshank is not paying the Wages carried Mr Rouff appaired befor the com. in behave of the Kelly & Kelly Co. after a hereing the Matter be Laid over until Nex meeting.

Adjourned John Wolfinger Sec.

Complainants' Exhibit 45.

April 8th 1910 8419

Meet called on the above Date Bro Welsh in chair Organizer cook Reported on General condition of Brooklyn and also that the firm of Weisberg & Marks of Long Island city are not Playing fair on his statement charges are Prefered against the said firm in the trade Board concured in Move & Sec. that Bro Welsh is to act as a committe of one temporaily until the Meeting of J. D. C. carried Report of organizer Bush that the chitago Mill co. is unfair and is furnish Material on Job, 121st street & Broadway Move & sec that Matter be turn over to B agt French carried B agt Crimmins Reportit that the Doors Wich came From Meconnell shiped for Clappet & Son were on the List and nothing could be Done in the Matter. 8420

Report of B agt. Story on Dan Ryan Job. on Blackwells Island Job in question is finish

B agt Lynch Reported on P. S. 77 Queens that forman is saiting the Window Frames on said Job Ask to have a Pictet Placed on the said Job Request was Granded a communication From the Queens Borrough com. Referred From the J. D. C. to the com. Was taken up asking to have a Special B agt in Nassau District for a few Weeks the Matter Was Referred Back to the J. D. C. for Action ajourn John Wolfinger sec com 8421

April 12th 1910

B agt Kelso called the com. on the above Date Bro. Welsh in chair he Requested to Permit him to take the of the Liberty tower Job. the committe conciterd the case carefully and his Request Was Granded the Manhattan Borrough strike com Requested that Special B agt Ragalsky be taken of the Road Request Granded Meeting then ajourn

John Wolfinger sec com.

Complainants' Exhibit 45.

8422 April 13th 1910

Meeting called on the above Date Bro. Welsh in chair B agt Simpson Reported that 3 men Reported to him in a complain that they Received 17th Dollars Per Week and had to Pay Back 6 Dollars each Week the com. instructed Bro. Simpson to investicate the Matter and true to Collect the Wages for the said Men and the Men taken out of the shop until the men are paid all Back Pay From April 4th so ordered Report of organizer Bush that the men in Weisberg & Marks shop was Paid short it was move & sec. that organizer Bush with
8423 B agt in that District and collect all the Money Due to the men, the amount to $210.00 Dollars and if not Paid to take the men away From the said firm until such time they have paid the men carried organizer Bush Reported that the Herrman Lumber Co. is Playing for time the Matter was Left in his hands B agt Lynch Reported on S. P. school No 77 that Union men were setting the Windows on the said Job and it was Nessersairy to Keep the Picket on the Job His Request Was Granded by com. also P. S. No. 58 Window Frames on the Job With the Lable on also P. S. 51 Nothing Dueing.

8424 B agt Nagel Reported that None Union Materia is being used in Queens Borrough Hall it Was moved Sec. that B agt Nagel take the men of said Job carried also that the firm of Blanchart & Co. are having more Printerses (?) than the Law allows it was move & sec. that B agt Nagel go to that shop and straiten that matter out carried

Meeting then ajourned John Wolfinger Sec com.

April 15th 1910

Meeting called on the above Date Bro. Welsh in chair Report of B agt. Duhy on Engine No. 166 Clymer St Brooklyn Louis Bossert & Son are

Complainants' Exhibit 45.

furnishing the Material it was move & sec. that 8425
the men be taken of the said Job carried Report
of B agt Lynch on P. S. No. 58 McAuthus Job.
Morganthaler is furnishing the Frames Report of
B agt Erickson on Erasmus Hall 16 Window
Frames on the Job one with the Lable on the
Markus——wordworking co. furnishing the said
Frames P S. 84 finish 2nd Signal Corps amory
finish and other Not started Report of organizer
Fried Laid over until next meeting Meeting then
ajourned John Wolfinger Sec com.

April 20th 1910

8426

Meet called on the above Date Bro. Welsh in
the chair Report of B agt that he had taken the
men away on Job 147th st & convent Av. as Bos-
sert & Son are furnishing the Window Frames on
the said Job also on Job Coursent Str & hunts-
Point as None Union Material on said Job. con-
cured in by the com.

April 20, 1910

Report B agt Dalton on the amory Franklin St
166th St Markus Woodworking Co. is furnishing
the Maetrial on said Job. He also Reported that a
Job at 166th St Material is furnish by Meisel & 8427
Donewitz the Matter Laid over for further inves-
tigation Report of B agt Simpson in Regards 3
men whom he Collectet Back Pay From the firm of
Rodner Rosenberg & Rodner

Report of organizer Cook Received & the Recom-
entation approved by the Com. Report of Organ-
izer Fried on the men Working the Greenpoint
Sash & Door Co. that the men were organized and
Went in L. U. 214 the B agts are to Assist in
Bringing this firm in Line So ordered by the com.
Report of B agt Crimmins in case of Boss Flagg

Complainants' Exhibit 45.

8428 and 2 members of the U. B. the men Claimed that the Boss owed them as follows Wm. Pike $38.00 and I Schober $28.00 the 2 men appaired befor the com. and made a statement it Move & Sec that the B agt Halright is to get an averdavit From these Men and then take the men away From the said Boss on all his Jobs until this Claim is paid. then the men be Return to him and Not befor carried

B agt O Grady Reported that the Job on 72nd street is all scab and nothing can be Done

Meeting then Ajourn John Wolfinger Sec com

8429 April 22nd 1910

Meeting called on the above Date Brother Welsh in chair

Report of B. A. Story that he had not investicated HilderrBand Job. on Randall Island as yet Blackwells Island Metropolitan Hospital Hilderbrand Job Not started Last Report April 22nd also Nesbit Job on Blackwells Island this Job has been Lump out to one name Johnson. Bosford & Dickerson Job on Blackwell Island Nothing Dueing on this Job also Reported Parks Job Bellview Hospital excaveing at present time. Harts Island
8430 Job Mindivitz Boss Builder this Job Will be Reddy for Trimming Soonn Builder states that the Trim contract has been given out May 1st 1909 it was Move & Sec that B AGT Story Notify Mr. Mindivitz to appear befor the com. carried

April 22.

Laundry Job on Blackwell Builder Mindivitz has this Job he states that the Window Frames has been on the Job for the last four years

Harts Island Boss Brady Job B. agt. Story Reports that the trim was Let out to W. K. Smith of No. Madison Ave also Reported that the New

Complainants' Exhibit 45.

Prison on Harts Island Builders Boyle & Son No trim on the Job at Present B. Agt. Crimmins Reports on Queens county court House this Job is on Strike at Present 8431

B. Agt Lynch Reported on P. S. no. 58 this Job is O.K. also on P. S. No. 77 at Ridgewood Park & Covert Av the Window in the Basement is beeing set by carpenters B Agt Lynch is ordered to Perfer charges these to men B Agt French Reported on McKecfrey Job 39th St & Broadway the B Agt Reported that he allowed this Boss 3 men to Lay Floor on the same Job which is on strike organizer Bohen Reported that Meconnell From Hornhill New York is Shipping Doors & Frames to this city it moved See that the B. agt all be Notified to Keep sharp Look out for this Material 8432

Move & Sec that all the Brooklyn B agt appear befor the committe on April 29th carried Sec to Notify them.

B agt. Crimmins Reported that Boss Mahrs is Receiving Material From Meconnell as he has only 12 Doors to the committ Decitet to Lay the Matter over and instruct the B agts to Look out this and other Job. Where this firm is furnishing Material.

Meeting the ajourn John Wolfinger Sec. com.

April 26th 1910 8433

Meeting called on the above Date Brother Welsh in the chair to confer with the committe From the Electricall workers Union No 3 Proposed agreement as follows all trunken 4 in and over is carpenter work all moulding trim chair rail Base and all other moulding 2 in or more shall be carpenters Work all concreet forms and schwich Boards Were any cutting is to be Done is carpenter Work and all moulding less 2 in and other Work where no cutting to Done is Electrictel Work.

Meeting then ajourn John Wolfinger Sec. com.

Complainants' Exhibit 45.

8434

April 27th 1910

Meeting called on the above Date Brother Welsh in the chair Report of B. agt. Dalton on Brady Job. Material furnish by Meisel & Donawitz Mr. Louis Gorden appeared befor the committe for a hereing he stated his case Move & Sec that the committe allow this Boss 10 men to Put on the Roof carried also Mr. Kramer Job 160th street trinity st. Meisel & Donavitz is furnishing the Material on this Job. the committe Decided to Return the men to Work Pending a settlement carried Job 165th Street and Huntpoint the committe took up the case Move & Sec that the B agt. is ordered to strike this Job carried

8435

Report of B. agt. French Job 112th Street East of Amsterdam Ave. & Morningside Park 3 men on strike cause unfair Material action concured in by the committe Report of B. a.g.t. Crimmins on Olson Job, 45th St. & Broadway the Material on this Job is furnish by Dry Dock Co unfair B. a.g.t. Crimmins Reported that Boss Mahr is Receiving more Material From McConnell on Job No 47 East 42nd & 5th Av. Move & Sec that the B. a.g.t. is Not to allow our men to handle the said Material carried Mr. Gorden case Was Broad up again Move & Sec. that B. a.g.t. Not to Let our men Return to Work until a settlement is made carried Meeting then ajourn John Wolfinger Sec. com.

8436

April 29th 1910

Meeting called on the above Date Brother Welsh in the Chair

Report of B a.g.t. Blumenberg that he had taken 3 men of the Job at 147th Street & convent Av. as the Material Was unfair Move & Cec. that the B. a.g.t. be instructed that all the Window Frames on the job Must be taken apart and Put together by Union men carried and that the B. a.g.t. See

Complainants' Exhibit 45

that this is Lived up to and Report Back to the com. L. A. Wright Co. contractor Report of B. a.g.t. Story on Harts Island Job of Mr. Mintovitz he Broad the Boss befor the committe after a hereing it Was move & Sec. that this Boss be compelt to sign agreement and B. a.g.t. Story to Report Back to the committee carried. 8437

April 29, 1910

Report of B. agt. Crimmins on Mahrs Job No. 47 East 42nd Street & 5th Ave. Move & Sec. that the Doors which came from McConnell shop is not to be handle by our men carried. B. agt. Duhy reported that Louis Bossert & Son is furnishing the Material for No. 111 Engine Co. Clymer St it Was Move & Sec the B. a.g.t. Duhy take the men away From this Job carried. 8438

Meeting then ajourn John Wolfinger Sec-com-

May 4th 1910

Meeting called on the above Date Brother Welsh in chair

Report of organizer, that had sign up With Stanly & Uncles shop in Brooklyn action indorsed By the committe also Reported on Keshen & Blistein shop after hereing the Report it Was Move & sec. that the above said firm must Lived up to the same agreement as the other firms carried 8439

B. agt. Crimmins Reports that he Was ordered by the tread Board to Put the men Back on Mahrs Job 47 East 42nd St as the Material on this Job Was exempt

Bus. a.g.t. Dalton Report that Gorden Job is settle satisfactury. Meeting ajourn

John Wilfinger. Sec. Com.

Complainants' Exhibit 45.

8440 May 6th 1910

Meeting Called on the above Date Brother Welsh in the chair Report of B agt. Nagel on Job Locate at Summey Side L. I. city Union Swich Co. General contractors. Moved & Sec. that the Matter be Left in the hands of B. agt. Nagel to Do the Best he can carried

Mr. McKoeney of the firm concours construction co. appeared befor the committe to state his case after the Hereing of his case it Was Move & Sec. that all the Materal furnish by Louis Bossert & Son be Remove and Union made Matterial Put in
8441 its Place Carried

Meeting then ajourned

John Wolfinger Sec. com.

May 11th 1910

Meeting called on the above Date Brother Savage in the chair Report of B. Agt. Simpson on the Greenpoint Sash & Door co. shop it Was moved & sec that all B. a.g.t. gives, all the assistance to the organizers and B. a.g.t. Simpson to straiten out this firm carried and it was also Moved & Sec that our men Will not be allowed to handle the Product of this firm and the men that are on
8442 Strike at present be allowed strike Pay. carried

Report of B. a.g.t. O Grady on Job Pier 31, Brooklyn General Contractor Charles Mead & Co. in to the Making of the Doors this matter Was Laid over for further information also Hook & Ladder House at Kings Highway Brooklyn J. J. Walsh of No. 1 Madison Ave. contractor Window Frames came from Stanley & Uncle Nine Hours shop move & Sec that this Matter be Left in the Hands of Brother Cook. carried

Brother Cook Reported on Weisberg & Mark shop it Was Move & Sec that this Matter be Left in Brother cook hands carried

the communication From L U 247 was taken up

Complainants' Exhibit 45.

against B. a.g.t. Duhy in Regards to the Window Frames that he had given to the Iron Workers after a hereing B. A.g.t. Duhy was ordered to get this Work back. With out fail or take all our men away carried 8443

Mr. Abrahamson appeared befor the committe to state his case as this Job Was sublet to Byrns & co. None Union shop. Move & Sec. that all the Material be Removed and Union Material Put in its Place carried

the Proposition of the Propose agreement Was taken up it Was Moved & Sec. that the committe Recommend to the J. D. C. that the J. D. C. appoint a committe to confer With the Electrical Worker Union and also this Matter be Referred to the Building trades council carried 8444

May 13, 1910

Meeting called on the above Date Brother Savage in the chair

Report of B agt O Grady on Job Pier 31 Charles Mead Co contractors the Doors on this Job Made by Burritt Co. Bridgeport con. None Union firm Laid over

Report of B a.g.t. Kelso on Job Penn R.R. t.t. Union swich co. he stated that he is Doing the best he can in this Matter B a.g.t. French Reported Progress on Job 83rd St & 5th Ave. 8445

May 18th 1910

Meeting called on the above Date Brother Welsh in the chair Report of B. a.g.t. Lea on Job cooney Island Hospital O Connell & Hanna are the contractors Office at 271 West 125th Street contract not given out up to Date

Report of B. a.g.t. Simpson Requesting the committe to give him a Italian interpreter the Request Granted Mr. Rice & Price appeared be-

Complainants' Exhibit 45.

8446 for the committe and stated their case after the hereing it was Moved & Sec that the men be Returned on the Job Gates Ave. Near thompkins Ave carried Meeting then adjourned

John Wolfinger Sec. Com.

May 25th 1910

Meeting called on the above Date Brother Welsh in the chair to confer with the committe of six in the Bosford-Dickerson case it Was moved & Sec. that B. a.g.t. Lynch to prefer charges against the above said firm in the trade Board. carried B. a.g.t. Lynch Reported on P. S. 58 Me-

8447 Inttir (probably McArthur) General contractor. Material from Morgenthaler & Sons.

B. a.g.t. Kelso Reported on Job 19th street between 8-9 Ave & 13th Street between 6-7 Ave the Matterial on these Jobs came From the Greenpoint Sash & Door Co. the contractors Mes. Harbucker & Silk appeared befor the committe and state their case it Was Moved & sec that the men be taken away From these Jobs until the Greenpoint Sash & Door Co. Unionize their shop carried

Moved & Sec. the shop Question be Left in hands of Organizer Quinn carried

8448

May 27th 1910

Meeting of the J. S. Comm E Welch Chairman

Special B. A. Swanson reports that all bosses doing work in the Nassau section have agreed to the demand for a wage increase from $3.50 to $4.00 per day except the North Eastern Con Co who requests that they be allowed to finish their job at the old rate which the B Ag't refused to do and took our men off the job Motion made and carried to lay this question over for one week

B. Ag't Blumenberg reports 22nd Reg't Armory 168th & 169th Sts. Ft. Washington Ave no carpenters on this job at present

Complainants' Exhibit 45.

Bro Bohnen reports that he has had a taxpayers suit started against the firm of Botsford & Dickinson for violation of the State labor law on P. S. 77 B'klyn and also that charges have been filed with the Trade board against the same firm for violation of trade agreement 8449

Bro. Quinn reports that the Greenpoint S & D Co are willing to sign an agreement if allowed ninety days in which to finish up contracts on hand after taking this matter up at some length a motion was made and carried that they be allowed (60) sixty days

The Secretary was instructed to notify B. Ag't O Grady to inform Contractor Meade that our men will not handle the material on the job at 31st St pier B'klyn furnished by the firm of Burritt of Bridgeport Conn 8450

W. Anderson Sec't

Welch
Gilchrist
Savage
Lyons
Anderson

June 1st 1910

Meeting J. S. Comm E Welch chairman

Bro. Quinn reports that the Greenpoint Sash & door Co. will not sign an agreement to take effect in less than ninety days after hearing the statements of Bro. Quinn and B. Ag'ts of B'klyn on the condition of the shops in that Borough a motion was carried to allow all mills in that Borough ninety days from the first day of June 8451

Bro. Young requested that Mr. Cox representing the firm of Chas. Meade & Co. be allowed to make a statement in regards to the job on the pier at 31st St. B'klyn request granted After hearing the statement of Mr. Cox the Committee decided

8452 to leave this job in the hands of Bro. Young & B. Ag't O Grady for further investigation

W. Anderson Sec't

Welch
Savage
Gilchrist
Lord
Lyons
Kirkwood
Anderson

June 3rd 1910

Meeting J. S. Comm. E Welch Chairman

8453 B. Agt. Hollereith reports that all Municipal jobs which was ordered to report on are finished except the Bronx Borough Court house Contract for trim on this job has not been given out

B. Ag't Hollereith was notified to strike job of Concourse Con. Co. 181st St Webster Ave Bronx as this firm is employing non union men on their work in B'klyn

Bro. Erickson notified to find out where John L. Hamilton Contractor on Annex to Kings Co. Hospital is getting trim from

Bro. Quinn reports that the Greenpoint sash & door Co. have signed an agreement to unionize

8454 their Mill

B. Ag't Crimmins reports a job at president St & 8th Ave B'klyn this matter was referred to the B'klyn Borough Comm account non-union trim Am Car & Foundry Co.

Sec't instructed to notify B A't Nagel to report on P. S. 92 Corona Queens

B. Ag't Dhuy reports P. S. 28 P. S. 166 Engine 62 Engine 156 all of Brooklyn no work on any of these jobs yet

W Anderson Sec't

Complainants' Exhibit 45.

June 8th 1910 8455

A meeting of the Joint Strike Committee was held on the above date

Bro Savage in the chair

Org'r Young and B. Agt. O Grady reports that they investigated the job of Chas. Meade on new pier at 31st St B'klyn and found conditions as before reported 148 skeleton doors from Burritt of B'dgeport which is non-union

A motion was made that we instruct B. Ag't to demand that these doors be taken apart and put together again by our men Carried

B. Agt O Grady reports job pres. St. & 8th Ave 8456
B'klyn Mackfenney & Tyler 15 W 38th St Man. Contractors trim given to Am. Car & Foundry Co.

B. Agt instructed to notify Contractors that our men will not handle this trim

Org'r Quinn submitted an agreement signed by the Greenpoint Sash & Door Co. to take affect ninety days (90) from June 1/10 with the following jobs exempt

H Millner 56 St 11th Ave Bklyn 12 B'ld'gs	
Morek Kellner Nostrand Ave & Ave F	5″
Franklin Gates Co Franklin & Gates Ave	2″
Harbater & Silk 19 St 8-9 Ave Man.	1″
" " 13th " 6-7 " "	1″ 8457
Leonard Moody Co Ave p & E 8th St	8″
D. Binder E 38th St Ave J	2″
Celvo Realty Co E 36th St Ave S (or F)	20″

Feiser Realty & Con Co Coster St Hunts Pt Rd 18″

on a motion agreement was approved and placed on file with Sec't treas.

Org'r Quinn submitted an agreement signed by East River Sash Door & Trim Co 415 E 8 St Man on a motion agreement was approved and placed on file with Sec't Treas'

Complainants' Exhibit 45.

8458 Org'r Quinn & Young reports that they visited the shops of perr Hall & Davis & Speyer both of Hoboken N. J. and states that these firms are willing to sign an Agreement a motion was made to instruct Organizer to sign agreement with these firms to take affect within sixty (60) days Carried

B. Agt French reports job at 45th St near B'dway Olsen Builder trim being furnished by Dry Dock trim Co of E 5th St Man had our men off this job also other trades and that all trades went back June 8 with scab carpenters Org'r Quinn & Young stated that the Dry Dock Trim Co are
8459 willing to unionize their shop. A motion was made to instruct Organizers to sign agreement with this firm to take affect 45 days after signing Carried

A complaint was made by Sec't Neil and Bro. Craig against special B. Ag't Rosalsky that he accepted a bribe from John Barbour builder 157th St. & Riverside drive A motion was made that B. Agt Rosalsky be suspended until the next meeting of the District Council Carried

Savage Lord
Lyons
8460 Gilchrist Anderson

Wallace Anderson
Sec't

June 10 1910

Meeting of J. S. Comm. on above date Bro. Welch chairman

Bro. Erickson reports job of J. L. Hamilton Kings Co. Hospital has not yet found out where trim is coming from yet

B. A't Hollereith reports Stable B'ld'g 181st

Complainants' Exhibit 45.

St. Webster Ave finished and that the Concourse Con Co. has no more work in his dis't 8461

B. Agt Nagel reports P. S. 92 not started

Welch
Gilchrist W Anderson Sec'ty
Lyons
Savage
Anderson

June 15th

Org'r Quinn reports that the following firms have signed agreement with the organization Purdosky trim Co. of Man. and perry Hall of Hoboken.

8462

Org Quinn submitted list of cars containing trim from—out of town mills and requested that he be given some assistance to trace this material to destination request granted and Man. B. Ag'ts instructed to assist Organizer.

B. Ag't Dalton reported a job at Fox St. & Intervale Ave Bronx Manden builder & Mr. Hopin contractor that the trim for—this job had been let to the Herman Lumber Co. and requested that he be allowed to strike this job Mr. Hopin member of M. C. Ass consented request granted

Welch
Savage 8463
Lyons
Gilchrist Anderson Sec't
Kirkwood
Lord
Anderson

June 17

Meeting of J. S. Comm

B. Ag't Storey reports following Municipal jobs Fire headquarters 68th St & 3rd Ave finished. Charities B'ld'g 124 E. 59 St O.K. Seventh Reg't Armory O.K. P. S. 78 Pleasant Ave 119 St. finished

Complainants' Exhibit 45.

8464 B. Agt French reports Met. Museum trim not given out yet

R. McClelland picket at Wicks & Edmunds shop report received and put in hands of B. Ag't Crimmins

Welch
Lyons
Gilchrist W. Anderson Sec't
Kirkwood
Savage
Anderson

June 22

8465 B. Agt. Dalton introduced Mr Mittleman of Herman Lumber Co. stated that their firm was desirous of making an agreement with the organization referred to B. Agt. Dalton and Bro. Quinn for investigation.

B. Agt Crimmins reports job 8 Ave president St B'klyn trim from Am Car & Foundry Co. on job referred to B. Agt O'Grady

Communication from Bro Bohnen referred to B. Agt Crimmins

B. Agt Lea instructed to investigate trim shipped from McConnel by rail to B'klyn.

B. Agt Wazeta instructed to call on Van Cleef
8466 and notify him that we will not handle McConnell's trim.

Welsh
Lyons
Gilchrist W. Anderson Sec't
Kirkwood
Savage
Anderson

Complainants' Exhibit 45.

June 24 8467

Report of R. McClelland received and referred to B. Agt. Crimmins one week picket duty $12.00

Bro. Quinn & B. Agt Dalton reports that Herman Lumber Co. are willing to sign agreement to go in affect in 90 days when they will be in their new shop motion carried to leave this mattter in the hands of Quinn & Dalton with authority to sign agreement

W. Anderson Sec't

Welch
Savage
Gilchrist 8468
Lyons
Kirkwood
Anderson

June 29

B. Agt O'Grady reports job Meade & Co 31st St. pier Bklyn this firm refuses to rebuild doors from Burritt of Bdgport as ordered but is willing to put in additional fastening motion carried to stand by our former decision and lay over for one week.

job president St. 8th Ave Bklyn no trim on job yet reffered B'lyn Com 8469

Building 38 St near 5th Ave Bklyn sewer dept Rodman price contractor frames from Bosset B. Agt instructed to notify builders we do not handle material from Bossett

H & Y Co 14th St Kings Highway frames from Stannley & Uncle

Shelter house Prospect Park trim from Morgenthaler being completed by creditors

H & Y Smith & Lorraine St not started

B. Agt Svenson reports North Eastern Construction Co. job at Mineola have agreed to pay increase in wages and put our men to work again

Complainants' Exhibit 45.

8470 B. Agt Lynch reports job at Botsford & Dickinson P. S. 77 frames from McConnell Supt. & foreman setting same took one man off this job B. Agt instructed to put picket on this job

Welch	Gilchrist	
Savage	Kirkwood	W. Anderson Sect
Lyons	Lord	

July 1

Bro. Quinn reports job at 26th St & 6 & 7 Ave. McAntee (?) Contractor Thompson doing carpenter work and furnishing material

Job at 65th St East Cubelt carpenter Thompson
8471 furnishing trim. Trim for both jobs supposed to be coming from McMillan or Spaulding through an Agent by name of Minor. Thompson refuses to tell where trim comes from B. Agt Storey instructed to make charges against Thompson in trade board

Herman L. Co. signed agreement June 27 to take affect Oct 1st 1910

Request from B. Agt Lynch for man to picket job P. S. 77 Ridgewood B. Agt Crimmins instructed to find man for this job.

Report of R. McClelland received and referred to B. Agt Crimmins W. Anderson

8472

Welch	Gilchrist	Sec't
Savage	Kirkwood	

140 July 6

B. Agt. O'Grady reports Sewer Dept Bld'g 38th St 5th Ave B'klyn Rodman Price builder 25 window frames set by bricklayers no carpenter on job B Agt instructed to watch this job and report next meeting

Meads job 31st St pier Brooklyn scab doors on this job have agreed to take them apart and put them together again with our men.

Complainants' Exhibit 45.

Org. Quinn requested that Com. reccomend to D. C. that B. Agt Simpson be retained untill next meeting of D. C. granted 8473

Anderson Sect.

July 8

Com. from Bro. Bohnen reporting material from McConnell to Van Cleef of S. I. B. Agt. Wazeter instructed to investigate

Com from Bro Neal asking instructions as to disposition of $20.00 received from Bro. Craig for tool claim on John Barbour's job 157th St Riverside Drive instructed to comply with orders of D. C. June 29 8474

B. Agt Lynch reports P. S. 77 Ridgewood two exmembers Levy Gray & Wm Davidson of L. U. 219 & 715 Setting frames and building centre. Got one man off jobs working on $5.00 receipt issued. June 17 by L. U. 12

B. Agt instructed to prefer charges against Botsford & Dickinson for violation of trade agreement

Two pickets on this job motion carried to allow these pickets $1.50 a day expenses

Emil Voss 6 days	9.00	
Adam Henry 2 "	3.00	8475
	12.00	

Strike pay Truent School Queens Borough.

Sept 4—1907	$57.00	
Sept. 11	58.00	
Sept. 19	60.00	
Sept. 26	60.00	
Oct. 3	49.00	
Oct. 9	42.00	
Oct. 17	36.00	
Oct. 23	30.00	$390.00

Complainants' Exhibit 45.

8476 Public School #88 Fresh Pond L. I.

Oct. 9 1907	25.00	
Oct. 16	20.00	
Oct. 23	18.00	$63.00

Second strike on P. S. #88

Nov. 20-1907	$65.00	65.00

Strike money paid on Municipal work from Jan 1 to June 30, 1908

P. S. 140 Brooklyn 138.00

Pickets on Staten Island Terminal approach 12.00

P. S. 58 McArthyr B'ldr July 8 Morganthauler furnishing frame

8477 R. McClelland tracer unfair trim one week $12.00

W. Anderson See't

Welsh	Oetegenn
E. Hallow	Savage
Lyons	Youdon

July 13

Report B. Agt O Grady Chas Meads job 31st St pier B.klyn this firm has taken doors apart and put together again by our men as demanded by this Committee

Rodman price job 38 St 5 Ave B'klyn Sewer Dept Building Bricklayers still setting frames

8478 Org Wolfinger submitted agreement signed by Levin Kronenberg Co. approved and filed with See't Treas' 210 Lafayette St

Bohnen reports 450 doors from McConnell to Chas Appell

Motion Carried to request See't Neil to request the parquet floor Mfg's to appoint a committee to meet a like committee of Carpenters with intention of drawing up an agreement

July 15

Report of B. Agt Lynch P. S. 58 O.K.

P. S. 77 Levy Gray & Wm. Davidson (exmembers) supt & foreman receip'et (?) have worked

Complainants' Exhibit 45.

77 hrs setting frames and making centres from July 1 to 15 which is a violation of agreement 8479

Gilfoy & McNeese of 150 Nassaue St job at Hollis Court, Queens, locked out 36 men and employed scabs at lower wages

Motion carried to allow Emil Voss & Adam Henry pickets on P. S. 77 $2.50 per day each for expenses

Report of R. McClelland tracer referred to B. Agt Crimmins

W. Anderson
Sec't

Pickets P. S. 77 one week 27.50
R. McClelland " " 12.00 8480

$39.50

Ed. Welch 74 West New Brighton S. I.
George Hellen 89 Verona St Brooklyn
T H Dadds 251 W. 55 St N. Y.
John J. Lyons 62 Perrey St Woodside
Peter Dunn 809 Melrose Ave Bronx
A Holland 212 E. 95 St N. Y.
John Wallace 294 Cornelea St Bly.

Meeting of the Master Carpenter and Expenses on Aug. 19 /09

Holland	$500	8481
Dadds	500	
Wallace	500	
Hellen	500	
Holland ½ Day time following unfair trim and carfair	$2 80	

J. D. C. Strike Commi
Ed. Welch. Prs.
G. Hellen, Sec.
T. H. Dadds
J. J. Lyons
Peter Dunn
John Wallace
A. Holland

U. B. Exhibit "A."

8482

Office of
LEWIS & JONES,
No. 2 West 14th St.
New York, Oct. 19, 1905.

E. H. Neal,
Dear Sir:

By the looks of things, October 26th, meeting will run along until October 28th, that is, if complaints keep coming in as they are doing at the present time. We will always have the same excuse, (and a good one to my way of thinking) about not knowing that a shop was unfair, until your people let us know who is fair and who is not.

8483

We have asked for this time and time again, but we get no reply. Until some one used or gives out contract for materials and then your agents find out that it is unfair material.

Can you tell me why, if Cross, Austin are unfair, we have not been notified of such and not wait until some one has placed work with them. Is this fair? Those of our Association that are active in the work or on committees that come in contact with this work and with your committee keep posted. Others, as long as they are not told unfair, take it all as fair. I believe that you will

8484

agree with me that until we are told who is unfair, it will be hard to find any one guilty.

Yours,

GEO. W. LEWIS.

P. S. If Cross, Austin, also Marcus, of Wms-Bridge are unfair, it would be well for your committee, or Featherstone to notify Donnelly; also Robert Christie of the Master Carpenters, so they can send out notice to that effect. Wouldn't be well to have Mr. Eidlitz before committee, or let matter go to the General Arbitration Board. Excuse writing, as I have no glasses with me (I mean eye-glass)

Yours,

U. B. Exhibit "B."

Office of 8485
The Master Carpenters' Association
of the City of New York
Builders' Exchange
30-34 West 33rd Street.

New York, January 6th, 1908.

Mr. S. B. Donnelly,
Secretary Executive Committee,
General Arbitration Board.

Dear Sir:

The agreement heretofore existing between the Joint District Council and the Master Carpenters' Association, having expired by limitation on Dec. 31, 1907. You are hereby notified that the Master 8486
Carpenters' Association are not parties to and will not recognize any list of so called unfair firms that is now in the possession of the Executive Committee of the General Committee of the General Arbitration Board, or that may hereafter be sent to it or you by the Joint District Council, and we would also further protest against the trial of any cases brought by the Joint District Council against members of the Master Carpenters Association for the use of so called unfair "Trim" before your Board, as the Joint District Council have refused to submit the point in dispute to an umpire as requested by the Master Carpenters 8487
Association.

Yours respectfully,
(signed) ROB CHRISTIE, JR.
Secretary.

U. B. Exhibit "C."

8488 BUILDING TRADES EMPLOYERS' ASSOCIATION.
1123 Broadway.
Circular Letter No. 72
New York, July 15th, 1904.

To the Members:

You are hereby notified at a meeting of the Board of Governors held July 13th, the following resolution was adopted:

It having come to the attention of the Board of Governors that the Brotherhood of Carpenters are violating the order of Wednes-
8489 day, July 6th, of the General Arbitration Board in limiting the manning of the work at the South-east corner of 60th Street and Fifth Avenue, the Geo. C. Flint Co., contractors, and that they are picketing this work and thus preventing members of their Union from employment there, therefore, be it

RESOLVED, That unless al said restrictions are removed not later than Friday, July 15th, 1904, at 1 P. M., that all members of the Building Trades Employers' Association are ordered to discharge all members of the Brotherhood of Carpenters in their employ
8490 not later than Monday, July 18th, at 1 P. M., and immediately notify the Secretary of the Building Trades Employers' Association of the number so discharged under this order.

As the members of the Brotherhood of Carpenters have not returned to work on this job within the time specified above, the members of this Association are hereby directed to discharge all members of the Brotherhood of Carpenters in their employ, not later than Monday, July 18th, at 1 P. M.

Yours respectfully,
WM. K. FERTIG,
Secretary.

U. B. Exhibit "D."

Office of The 8491
Master Carpenters' Association
of the City of New York.
Builders' Exchange,
30-34 West 33d Street,
New York, Sept 29, 1911.

Mr. E. H. Neal, Sec'y-Treas.
Joint District Council,
142 East 59th Street, City.

Dear Sir: 8492

The carpenters in the employ of the United States Metal Products Co. on the Vanderbilt Hotel have been on sympathetic strike in violation of our *agreement* with you since September 22nd, 1911, and up to the present time have refused to return to work.

Unless this job is properly manned by carpenters in good standing from your organization by Monday, October 2nd, 1911, at eight o'clock, A. M., a cessation of work throughout the city in the carpenter industry will take place at once, and the terms of agreement between us, pending the settlement of this sympathetic strike will be suspended. 8493

Yours respectfully,
JOHN McCLURG,
Secretary.

Received
Sept. 29, 1911
Joint Dist Council,
Sec'y-Treas.

U. B. Exhibit "E."

8494 BUILDING TRADES EMPLOYERS' ASSOCIATION

1123 Broadway, New York City.

Circular Letter No. 129

June 14th, 1906.

To the Members:

At a meeting of the Board of Governors held to-day the following resolution was unanimously
8495 adopted, and the members are notified to govern themselves accordingly:

> "Resolved, That the Board of Governors orders all members of the Building Trades Employers' Association employing carpenters, to resume work on Monday, June 18th, under the same conditions that prevailed prior to the lockout in Manhattan, and under the terms of Judge Gaynor's decision in the other boroughs, until changed by a subsequent agreement.

Yours respectfully,

8496 WM. J. HOLMES,
Secretary.

U. B. Exhibit G 1.

Telephones 7171) Main 7152) Established 1895 8497

RUFUS H. BROWN, INC.
Building Construction,
391 Fulton Street.

Brooklyn, N. Y., November 22, 1911.

Mr. E. H. Neal,
142 E 59th Street,
New York City.

Dear Sir:

All estimates are given, contracts made and orders accepted subject to delays brought about 8498
by accidents, strikes, lockouts or causes beyond our control and on condition that no claims for damages resulting from these causes will be allowed.

Enclosed please find copy of proposed agreement between the Master Carpenters' Association and the Joint District Council.

The Master Carpenters may wish to change the wording on that part of the agreement which refers to the "collection of fines." It may be necessary to do this to make it conform with our Constitution.

Yours truly, 8499

RUFUS H. BROWN, INC.
Rufus H. Brown, Pres.,
H. M.

(Proposed agreement attached to letter not copied into record). It is of the same character as agreement Exhibit B attached to complaint and has similar provision as to trim.

U. B. Exhibit "H."

8500 At a Special Term of the Supreme Court, Part 7 thereof, held in and for the County of New York at the County Court House in the Borough of Manhattan in said County on the 7th day of January, 1913.

Present—Hon. John Ford, Justice.

8501 John Savage as President of the Joint District Council of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America,

against

Henry A. Potter as Treasurer of the American Anti-Boycott Association,
Defendant.

Index No. 30305
1911

8502 This actoin and all the issues herein joined having come on to be tried at Special Term of this Court, Part 7 thereof, on the 28th and 29th days of October, 1912, before the undersigned Justice of the Supreme Court, without a jury.

Now having heard the allegations and proofs of the plaintiff, the defendant having rested on the plaintiff's case, I, the undersigned Justice, do find and decide as follows, that is to say,

U. B. Exhibit "H."

AS MATTERS OF FACT. 8503

I.

The American Anti-Boycott Association is an unincorporated association of employers of labor engaged in different trades in various States of the Union and was organized in 1903 under a written constitution.

II.

The American Anti-Boycott Association is a voluntary association of more than seven members, of which defendant is Treasurer.

III. 8504

The reasons for the formation of the Association are as stated in the preamble to the Constitution as follows:

> "The undersigned, aware of the far reaching consequences and dangerous extent of the Boycott, threatening capital by arbitrary proscription and labor by tyrannical persecution, form themselves into an Association and adopt the following Constitution for their government"

IV. 8505

The object of the Association is as stated in its Constitution, as follows:

> "The object of the Association is to resist the boycott by proper and legal means and to assist in the enforcement of laws against the same."

V.

The objects of the American Anti-Boycott Association are stated in their Constitution to be: "to resist the boycott by proper and legal means and

8506 to assist in the enforcement of laws against the same."

VI.

The American Anti-Boycott Association is managed by a general executive board elected by its members.

VII.

The American Anti-Boycott Association has maintained offices in the City of New York since 1903, and has kept in its employ during the eight years preceding the trial of this action Walter
8507 Gordon Merritt, an attorney and counselor at law, of the State of New York, who was employed by said association as such attorney and counselor at law during said eight years in the State of New York.

VIII.

The said Daniel Davenport and Walter Gordon Merritt each receive a fixed yearly salary for their services as counsel to the members of the Association in matters pertaining to boycotts and no other compensation from said association.

8508 IX.

The said Daniel Davenport maintains an office in Bridgeport, Connecticut, for the general practice of law.

X.

The said Walter Gordon Merritt maintains an office in New York City, for the general practice of law.

XI.

That said Mr. Merritt is employed on a salary by said American Anti-Boycott Association, and

said salary is the only compensation he has received for conducting—among other work—two cases in the Supreme Court of this State and two in the United States Circuit for the Southern District of New York against said Joint District Council. 8509

XII.

The attorneys of the Association have received their salaries on account of all of the services rendered by them for the Association, and have not received any other moneys from said Association on account of the suits brought against the plaintiff or its officers and were not paid their salaries or any moneys with especial reference to the suits brought against the plaintiff and its officers. 8510

XIII.

The funds of the Association are raised by an initial membership fee and assessments not exceeding one-tenth of one per cent of the pay roll of a member for each month, provided, however, no assessments shall be levied on any member for more than six months in any one year, and that no member shall be liable to pay more than $500. in any one assessment.

8511

XIV.

That in addition to an initial membership fee of $25., various assessments may be levied upon members to the number of six a year based on the monthly pay-roll of the member, be the member individual, firm or corporation, but no member shall be liable for more than $500 on any one assessment, that is for not more than $3,000 a year.

XV.

The Constitution of the American Anti-Boycott Association provides: "Assessment shall be dis-

8512 continued when a maximum fund of Two Hundred and Fifty Thousand Dollars ($250,000) has been obtained, and shall not be resumed until the fund has been reduced to One Hundred Thousand Dollars."

XVI.

That from said funds the salaries of the attorneys and the secretary are paid and that no other officer or any member of the association receives any compensation from the association.

XVII.

8513 It is from the moneys raised from said dues and donations that the different litigations, hereinafter named against the plaintiff's association, are conducted.

XVIII.

The present Secretary of the Association has held said office of Secretary for about two and one-half years and is an employee and not a member of the Association.

XIX.

Membership in the Association and the payment
8514 of regular dues entitle its members, subject to the approval of the executive board, to the services of the regularly employed counsel of the Association without further charge in matters relating to boycotts.

XX.

The American Anti-Boycott Association was not founded for the pecuniary benefit of any attorney or attorneys or any hired secretary.

XXI.

That said Mr. Merritt has "advised with mem-

bers of the American Anti-Boycott Association 8515
as their attorney because of his employment on salary from the association concerning labor difficulties since the first of September, 1911, in the City of New York."

XXII.

The members of the American Anti-Boycott Association are not consulted about what litigations are to be brought by the association, whether an action shall be brought being determined by the counsel for the association, who consult in some cases at least the Executive Board, consisting of seven members. 8516

XXIII.

The American Anti-Boycott Association has declared by published circulars the rights of its members to include:

"Rights of Members.

To obtain the advice of expert counsel on all legal matters pertaining to labor.

"Any member threatened with labor difficulties is requested to consult the legal staff in order that he may be advised as to what is 8517
essential in the way of evidence and methods of securing such evidence.

If action is desired, his case may be presented to the Executive Board of the association for its approval, and if approved it will be prosecuted at the expense of the association.

"*The association has never refused to prosecute* a case for any member, whose evidence on which to base an action was obtainable."

U. B. Exhibit "H."

8518 XXIV.

The American Anti-Boycott Association further solicits moneys in form of donations to carry on litigations against plaintiffs association, by circulars, one of which among other things states:

> "From those to whom immediate membership is impracticable, we solicit contributions to our work in whatever sums their interest or generosity may suggest."

Another states:

"Confidential.

8519 H. A. Potter, Treasurer, 27 William Street, New York City.

We herewith subscribe $..... to the American Anti-Boycott Association in furtherance of its efforts to eradicate the sympathetic strike and the boycott against non-union materials and to establish industrial peace and the principles of personal liberty, through the interpretation and enforcement of the laws of the country, and their protection from nullification through the efforts of organized labor.

8520 Name .....
Address .....

XXV.

The Joint District Council of the United Brotherhood of Carpenters and Joiners of America and the Amalgamated Society of Carpenters and Joiners of America, is a voluntary association of journeymen carpenters of the City of New York, consisting of more than seven members, of which plaintiff is president.

U. B. Exhibit "H."

XXVI. 8521

That said Joint District Council has for its objects the betterment of the labor conditions of its members, and to furnish aid in cases of their disability or death, for which purposes funds are maintained which are raised from dues of the members.

XXVII.

Prior to the 1st day of September, 1911, an action was brought in the Supreme Court of the State of New York, Kings County, wherein the Albro J. Newton Company was plaintiff and said Joint District Council was a defendant for an injunction because of labor difficulties. 8522

XXVIII.

That the said action was brought and thereafter conducted by said Mr. Merritt as attorney of record for the plaintiff, his services being paid for solely by defendant's association.

XXIX.

That on or about the 30th day of September, 1911, said Mr. Merritt as attorney of record for the plaintiff in said action obtained a certain order from a Judge of said Supreme Court of the State of New York. 8523

XXX.

That on or about the 3rd day of October, 1911, the said Mr. Merritt as attorney of record for the plaintiffs in said action procured another certain order from a Judge of said Supreme Court of the State of New York.

XXXI.

Prior to September, 1910, and at all times since,

U. B. Exhibit "H."

8524 the Albro J. Newton Company has been a member of the American Anti-Boycott Association.

XXXII.

In September, 1910, the Albro J. Newton Company applied to the said Association through Mr. Merritt, the attorney for the members of the Association, to have the said attorney represent it in an action to protect it against an alleged boycott being conducted by the Joint District Council and its officers.

XXXIII.

8525 In response to the application of the Albro J. Newton Company said Merritt has at all times acted as attorney of record for the plaintiff in a suit brought by Albro J. Newton Company against Joint District Council and others in September, 1910, to enjoin prosecution of an alleged boycott.

XXXIV.

The Albro J. Newton Company has never paid anything for the services of said Merritt except its membership dues.

XXXV.

8526

The Albro J. Newton Company employed an associate counsel at its own expense to act for it in connection with said Merritt.

XXXVI.

The American Anti-Boycott Association has not borne any of the expense of the litigation between Albro J. Newton Company and the Joint District Council.

XXXVII

In the case of the Albro J. Newton Company against Joint District Council and others an ex

parte injunction was issued in the latter part of 8527
September or the first part of October, 1910.

XXXVIII.

Subsequently said injunction was continued after full hearing upon supporting and opposing affidavits by Mr. Justice Abel E. Blackmar.

XXXIX.

The defendants in said case appealed to the Appellate Division of the Supreme Court, Second Department, from the order continuing said preliminary injunction and said order was unanimously affirmed without opinion. 8528

XL.

The case of Albro J. Newton Company against the Joint District Council came on for trial on the facts before Mr. Justice Stapleton in the month of January, 1912, and he rendered an opinion directing that the injunction be made permanent.

XLI.

That subsequent to the 1st day of September, 1911, the firm of Louis Bossert & Son brought an action in the Supreme Court of the State of New York, Kings County, in which said Joint District 8529
Council was a defendant, for an injunction because of labor troubles.

XLII.

That the attorney of record, who brought the action for the said Louis Bossert & Son was said Mr. Merritt, whose services therein were furnished without cost to the said Louis Bossert & Son, except, for dues paid to said American Anti-Boycott Association.

U. B. Exhibit "H."

8530

XLIII.

That subsequent to the first day of September, 1911, the said Louis Bossert & Son acting through the said Mr. Merritt, as their attorney, whose services were solely paid for by his said Association, began proceedings in the Supreme Court of the State of New York to punish one John Rice, a member of plaintiff's association, for alleged contempt of court, for conduct of the said Rice in connection with the affairs of plaintiff's said association.

XLIV.

8531

That on or about the 1st day of October, 1912, the said proceeding against the said Rice was dismissed by Mr. Justice Crane, of the said Supreme Court, and thereupon such proceeding was wholly terminated.

XLV.

Louis Bossert and John Bossert composing the firm of Louis Bossert & Son were prior to March, 1909, and at all times since have been members of the American Anti-Boycott Association.

XLVI.

8532

Louis Bossert *et al* made application to the defendant in precisely the same way that the Albro J. Newton Company did for services of the attorney to represent them in protecting them against the boycott.

XLVII.

In response to the application of said Louis Bossert & Son, said Merrit has at all times acted as attorney of record for the plaintiff in a suit brought by Louis Bossert & Son against Joint District Council and others in October, 1911, to enjoin prosecution of an alleged boycott.

U. B. Exhibit "H."

XLVIII. 8533

Louis Bossert & Son have never paid anything for the services of said Merritt except its membership dues.

XLIX.

Louis Bossert & Son employed an associate counsel at its own expense to act for it in connection with said Merritt.

L.

The American Anti-Boycott Association has not borne any of the expense of the litigation between Louis Bossert & Son and the Joint District Council. 8534

LI.

A preliminary injunction was issued and subsequently continued after a hearing by Mr. Justice Kapper on or about December 4, 1911. The case has not yet come to trial.

LII.

That in or about the month of April, 1910, the firm of Irving & Casson, who conducts a non-nuion wood-working mill in Massachusetts, brought an action for injunction because of labor troubles in 8535
the United States Circuit Court for the Southern District of New York, in which said Joint District Council was a defendant.

LIII.

That said action was brought and has since been conducted by said Mr. Merritt as attorney of record for said Irving & Casson, and that the services of said attorney and all the expenses and disbursements of said suits are being borne and paid by said American Anti-Boycott Association. Said action is pending undetermined.

U. B. Exhibit "H."

8536 LIV.

That on or about the 15th day of July, by an order of Mr. Justice Ward of the United States Circuit Court for the Southern District of New York the bill of complaint in said action was dismissed as to the defendant therein, said Joint District Council, plaintiff's association herein, and on motion of counsel for said Joint District Council, and thereupon said action wholly terminated as to said Joint District Council.

LV.

8537 A long time prior to April 25, 1910, Charles R. Irving and Robert Casson were and at all times since have been members of the American Anti-Boycott Association.

LVI.

A long time prior to bringing the suit for Irving & Casson against Joint District Council and its officers, the said Irving & Casson, then being members of the American Anti-Boycott Association, made application to the Association through Mr. Merritt its attorney for assistance in connection with an alleged boycott against them.

8538 LVII.

Pursuant to such application the American Anti Boycott Association agreed that in accordance with the purposes of said Association, Irving & Casson were entitled to the services of the attorneys of said Association to protect them against an alleged boycott.

LVIII.

The Association in the case of Irving & Casson against Joint District Council further agreed to pay all expense in connection with the suit.

U. B. Exhibit "H."

LIX. 8539

Subsequently action was brought by Irving and Casson against Joint District Council and others in the United States Circuit Court for the Southern District of New York in April, 1910.

LX.

In the suit of Irving & Casson against the Joint District Council and its officers, an ex parte restraining order was issued against the Joint District Council and its officers by Mr. Justice Ward.

LXI.

8540

After notice and full hearing, Mr. Justice Ward dismissed the case in July, 1910, as against the Joint District Council on the ground that he had no jurisdiction over a voluntary association, but issued a preliminary injunction against the officers of the Joint District Council which is still outstanding.

LXII.

The plaintiffs have finished taking their evidence in the case of Irving & Casson against Joint District Council, but the defendants have not finished their evidence.

8541

LXIII.

That in or about the month of March, 1911, the Paine Lumber Company, Limited, the owner of a non-union woodworking mill at Oshkosh, State of Wisconsin and seven other parties, each being the owner of a non-union woodworking mill, brought an action in the United States Circuit Court for the Southern District of New York, for an injunction because of labor troubles in which said Joint District Council was made a defendant.

U. B. Exhibit "H."

8542

LXIV.

That said action was brought and has since been conducted by said Mr. Merritt as attorney of record for said Paine Lumber Company, Limited, and said seven other plaintiffs, and that the services of said attorney and all the expenses and disbursements of said suit have been borne and paid by said American Anti-Boycott Association. Said action is pending undetermined.

LXV.

8543

A long time prior to bringing the suit for Paine Lumber Company (and 7 other plaintiffs) against Joint District Council and its officers the said Paine Lumber Company and seven other plaintiffs, then being members of the American Anti-Boycott Association, made application to said association through Mr. Merritt its attorney for assistance in connection with an alleged boycott against them.

LXVI.

8544

Pursuant to such application the American Anti-Boycott Association agreed that in accordance with the purposes of said Association, the Paine Lumber Company and other plaintiffs were entitled to the services of the attorneys of said Association to protect them against an alleged boycott.

LXVII.

The Association in the case of Paine Lumber Company and others against Joint District Council further agreed to pay all expense in connection with the suit.

U. B. Exhibit "H."

LXVIII. 8545

Subsequently action was brought by the Paine Lumber Company and others against the officers of Joint District Council and others in the United States Circuit Court for the Southern District of New York, in March, 1911.

LXIX.

After due notice and full hearing Mr. Justice Coxe issued a preliminary injunction in the Paine Lumber Company and others against the officers of the Joint District Council, and that said preliminary injunction is still in existence. 8546

LXX.

The plaintiffs have finished taking their evidence in the case of Paine Lumber Company and others against the officers of the Joint District Council but the defendants have not finished taking their evidence.

LXXI.

In the case of Paine Lumber Company and others against the officers of the Joint District Council the defendants took an appeal from the order of injunction to the United States Circuit Court of Appeals and the order was unanimously affirmed. 8547

LXXII.

In the month of November, 1911, a proceeding was started in connection with Paine Lumber Company *et al* against the officers of the Joint District Council to punish Wallace Anderson and others for contempt for violating the preliminary injunction issued in said case.

U. B. Exhibit "H."

8548

LXXIII.

The alleged facts constituting the alleged contempt of Wallace Anderson and others in the Paine Lumber Company case was inducing Union Carpenters to quit work on the Albert J. Schwarzler Building because material of the Paine Lumber Company was being used in connection with the erection thereof.

LXXIV.

Judge Coxe wrote a memorandum on said motion to punish Wallace Anderson for contempt, saying among other things:

8549

> "Counsel for the defendants state in open court that they will so advise their clients and instruct them to respect the injunction as the court may direct and that such instruction will include advice to the defendants to direct the men to resume work upon the Albert J. Schwarzler Building."

LXXV.

The Joint District Council is not a party defendant in the Paine Lumber Company case and
8550 has not been a defendant in the Irving & Casson case since July 1910.

LXXVI.

That on or about the month of April, 1912, Parshelsky Bros., Incorporated, brought an action in the Supreme Court of the State of New York, Kings County for an injunction because of labor troubles, in which said Joint District Council is a defendant, and which said action is still pending.

LXXVII.

That said Mr. Merritt furnished to the attorney who brought the said Parshelsky Bros. action affi-

davits consisting of 286 folios for use and which 8551
were used and presented on a motion therein, which said affidavits were procured and taken at the expense of the American Anti-Boycott Association, and said Mr. Merritt has been advising about the conduct of said case with the attorney of record for said Parshelsky Bros., Incorporated.

LXXVIII.

Parshelsky Brothers, Inc. are not members of the American Anti-Boycott Association.

LXXIX.

8552

Parshelsky Brothers, Inc., made application for membership to the American Anti-Boycott Association.

LXXX.

Parshelsky Brothers Inc. were refused membership to the Association because the association would not take in members who were already in trouble and immediately take up their case.

LXXXI.

Parshelsky Brothers, Inc. made application to the American Anti-Boycott Association to take 8553
up a case against Joint District Council for an alleged boycott of the same character as the various cases pending for members of the defendant association against Joint District Council or its officers.

LXXXII.

The American Anti-Boycott Association declined to take up the case of Parshelsky Brothers.

U. B. Exhibit "H."

8554

LXXXIII.

The cases brought in the State Supreme Court and the Federal Courts are all brought to enjoin in part the Joint District Council and its officers and members from striking, by not working upon non-union wood work made in the non-union wood-working mills of the plaintiffs, when such non-union mill work is presented to members of said Joint District Council to install in buildings.

LXXXIV.

8555

All of the several suits brought against the plaintiff association and its officers were of a similar character and based upon the same general combination of the Joint District Council and that the preliminary injunction issued in the cases brought by Albro J. Newton Company and Louis Bossert & Son were identical in wording and the preliminary injunction issued in the Irving & Casson case and the Paine Lumber Company case were identical in language.

LXXXV.

8556

In all of said actions and proceedings the said Joint District Council was represented by counsel and incurred the expense thereof.

LXXXVI.

The plaintiffs in each of the cases brought by the American Anti-Boycott Association against the said Joint District Council conduct wood-working mills in which non-union carpenters do the work.

LXXXVII.

All the plaintiffs in Paine Lumber Company case and all the plaintiffs in the Irving & Casson

case were all residents and citizens of states other than New York. 8557

LXXXVIII.

Prior to the commencement of said suits against the plaintiff or its officers, the counsel for said association examined all of the reported cases of all of the Federal and State Courts of the United States and basing his opinion upon said examination of law and upon other cases brought against the United Brotherhood of Carpenters, to-wit: Purvis v. Local No. 500, 214 Pa. St. 348, Shine v. Box Bros., 156 Fed. 357; Huttig Sash & Door Co. v. Fuelle, 143 Fed. 363; People v. McFarlan, 8558 89 N. Y. Supp. 527; Lohse Patent Door Co. v. Fuelle, 114 S. W. 1001 (Mo.); Booth v. Burgess, 65 Atl. 226 (N. J.), advised that there was a good cause of action.

LXXXIX.

In cases brought in the Federal Courts all the disbursements and legal services are furnished free to the member, except for his dues, but in cases brought by the Association for a member in the State Courts, the association does not pay the disbursements but does furnish the attorney of record free for the member suing. 8559

XC.

After referring to litigation carried on by defendant's association, a published circular by defendant's association states:

> "We have undertaken this work for your benefit. The expense is too great for any one concern or individual."

XCI.

That three stenographers employed by the American Anti-Boycott Association procured evi-

8560 dence and made affidavits thereof, which were presented to the courts on motions made in said state and federal court actions in which said Mr. Merritt was attorney of record for the plaintiffs.

XCII.

Said Lawyer Merritt "has advised with members of the American Anti-Boycott Association as their attorney because of his employment as salary from said association concerning labor difficulties since the first of September, 1911."

XCIII.

8561 The American Anti-Boycott Association has not changed its course of conduct by reason of Section 280 of the Penal Law, and intends pursuing the same course of suing the said Joint District Council on complaints of members of the American Anti-Boycott Association, which are approved by the Executive Board, and counsel of the American Anti-Boycott Association.

XCIV.

That the benefits accorded members of the American Anti-Boycott Association of having actions brought for them without expense for legal
8562 services, and in the federal courts with all expenses paid by the association, tends to provoke and induce the bringing of litigation and its maintenance.

XCV.

The American Anti-Boycott Association has conducted no litigation in the State of New York since the year 1907 except the litigations it has brought against the union carpenters.

U. B. Exhibit "H."

XCVI. 8563

That the American Anti-Boycott Association has held itself out within the State of New York as entitled to practice law, and render and furnish legal services and advice, to such persons, firms or corporations as are members, or who shall become members thereof.

XCVII.

That the American Anti-Boycott Association has by letters and circulars sent out and published within the State of New York conveyed the impression that it is entitled to practice law, and furnish legal advice. 8564

XCVIII.

By the actions and proceedings of the American Anti-Boycott Association the plaintiff suffered special injury different from that sustained by the general public.

XCIX.

That the plaintiff has not suffered irreparable damage nor is such damage imminent.

AND AS CONCLUSIONS OF LAW 8565

I.

The plaintiff is not entitled to an injunction against the defendant because it has not suffered any irreparable damage by reason of the acts complained of.

II.

The plaintiff is not entitled to an injunction against the defendant because it has an adequate and complete remedy at law for any alleged wrong it may have suffered.

U. B. Exhibit "H."

8566 III.

That the complaint should be dismissed on the merits.

IV.

That the American Anti-Boycott Association has violated Section 280 of the Penal Law since September 1, 1911.

V.

That the organization of the American Anti-Boycott Association tends to provoke and induce the bringing of litigation.

8567 I accordingly direct judgment for the defendant dismissing the plaintiff's complaint on the merits, with costs.

Dated Jan. 7, 1913.

JOHN FORD,
Justice Supreme Court.

U. B. Exhibit Q.

U. B. Exhibit Q is of the same character as Ex-
8568 hibit B attached to the complaint except that it is dated Dec. 15, 1905.

Mfg. Woodworkers' Exhibit K.

8570

BY-LAWS

OF

THE MANUFACTURING WOODWORKERS' ASSN.

ARTICLE I.

Section 1. The name of this Corporation shall be The Manufacturing Woodworkers' Association of New York and vicinity.

Section 2. The objects of this Corporation are to foster trade and the interests of those having the trade or business of manufacturing woodwork, 8569
house trim and other manufactures of wood for building purposes, and kindred manufacturers; to reform abuses relative to such trade or business; to secure freedom from unjust and unlawful exactions; to diffuse accurate and reliable information as to the standing of merchants and other individuals, and as to other matters; to procure uniformity and certainty of the customs and usages of such trade and commerce; to settle differences between its members; to promote a more enlarged and friendly intercourse between business men; to take all lawful steps to protect its members 8571
from unbusinesslike and unfair competition, and in general to do all lawful acts incident to or connected with the purposes above set forth.

Section 3. A Manufacturing Woodworker shall be an individual, firm or Corporation who operates a mill, manufactures sash, doors and blinds, or interior and exterior woodwork, store or office fixturxes.

ARTICLE II.

Section 1. The Corporation shall be governed by a Board of Directors consisting of seven mem-

8572 bers and formed as follows: A president, a Vice-president, a Secretary and a Treasurer, who shall be ex officio members, and three other Directors who, commencing on the Third Thursday of February in each year, shall be elected annually and shall hold office for one year, or until their successors are elected.

Section 2. At a meeting of the Board of Directors, four members shall constitute a quorum.

Section 3. The Board of Directors shall meet once in every month on the Third Thursday in each month and at such other times as shall be
8573 necessary. The place and hour of meeting shall be named in the call of the Secretary.

Section 4. Special meetings of the Board of Directors may be called by the president at his own will or shall be called upon the written request of three members of the Board to the President or Secretary upon three days' notice to the members of the Board by mail.

Section 5. There shall also be elected at the annual meeting of the Association three members to represent the Association in the Board of Gov-
8574 ernors of the Building Trades Employers' Association for the term of one year, or until their successors are appointed.

ARTICLE III.

Duties of the President.

Section 1. It shall be the duty of the president to provide and preserve order at all meetings of the Corporation or of the Board of Directors; to direct the Minutes of the previous meeting, reports of Committees or other papers to be read, and to call other meetings when he may desire, or the Board of Directors may direct.

Section 2. He shall, by and with the advice and assistance of the Board of Directors, appoint all standing committees. 8575

ARTICLE IV.

Duties of the Vice-President.

Section 1. It shall be the duty of the vice-president to perform the duties of the president in his absence or disability.

ARTICLE V.

Duties of the Secretary.

Section 1. The secretary shall keep accurate Minutes of all the meetings of the Corporation and the Board of Directors. He shall take charge of all books, papers and property of the Corporation. He shall, under the direction of the president, give notice of all meetings, conduct the correspondence of the Corporation, read such reports and papers as the president may direct, collect all moneys due the Corporation, and pay the same to the treasurer, and perform such other duties as the Directors may from time to time direct. 8576

ARTICLE VI.

Duties of the Treasurer. 8577

Section 1. The treasurer shall receive all the moneys of the Corporation, and keep a correct account of the same and shall disburse them on the order of the secretary, countersigned by the president or vice-president. He shall make a report to the Directors at each regular meeting and a full report to the Corporation at its annual meeting. When his term of office expires he shall deliver over to his successor all books moneys and other property. His books shall be open to the inspection of the Board of Directors at any time.

Manufacturing Woodworkers' Exhibit K.

8578 ARTICLE VII.

DUTIES OF BOARD OF DIRECTORS.

It shall be the duty of the Board of Directors to assume general supervision and care of the affairs of the Corporation, and look after its material interests and welfare, as set forth in the various sections of the Constitution.

ARTICLE VIII.

COMMITTEES.

There shall be appointed the following standing
8579 committees:

Committee on Membership.
Committee on Agreements and Complaints.
Committee on Labor.
Committee on Legislation.
Committee on Credits.

The Board of Directors shall determine the number of members of each committee and shall establish all rules to govern and define the duties of the committee.

ARTICLE IX.

VACANCIES.

8580 Vacancies occurring in the offices of the Corporation, Board of Directors and Committees of the Corporation shall be filled by the Board of Directors for the unexpired term of such vacancies.

ARTICLE X.

MEETINGS.

Section 1. The directors shall provide suitable permanent rooms for the meetings of the Corporation.

Section 2. The regular meetings of the corporation shall be held once every three months on the third Thursday of February, May, August and November in each year at 2:30 P. M., and nine members shall constitute a quorum for the transaction of business. 8581

Section 3. Special meetings may be held at any time by the direction of the President or upon the written request of five members to the president or secretary.

ARTICLE XI.

Elections—How Held.

8582

Section 1. All elections shall be by ballot. The annual election shall be held on the third Thursday in February in each year, which is designated as the annual meeting.

Section 2. Each member shall be entitled to one vote.

Section 3. The ballot for officers and directors shall be in the order shown in Article II, sections 1 and 5.

ARTICLE II.

Nominating Committee.

8583

The Corporation at its November meeting shall elect a Nominating committee consisting of three (3) members. It shall be the duty of the Nominating Committee to nominate a ticket to be voted for at the annual meeting of the Corporation to fill all elective offices of the Corporation. Notice of such nominations shall be mailed to each member by the secretary twenty days prior to the annual election. This shall be known as the regular ticket of the Corporation. Any opposition nominatings must be mailed to the secretary, and by him forwarded to each member at least ten (10)

8584 days prior to the election. This ticket shall be known as the opposition ticket.

ARTICLE XIII.

Fees & Dues.

Section 1. The Initiation Fee shall be One Hundred 5/17/11 dollars, and the annual dues shall be sixty dollars per year, payable quarterly in advance.

Section 2. Any members failing to pay fees and dues provided by the constitution within thirty days after becoming due and having been notified,
8585 shall be reported to the Board of Trustees by the Secretary for such action as they may think proper.

ARTICLE XIV.

Membership.

Any Manufacturing Woodworker engaged actively in business in New York and vicinity may become members of this Corporation by election as provided for in Article 15, upon payment of the membership fee and one quarter's dues, and subscribing to its rules, regulations and by-laws,
8586 and also subscribing to the Constitution and By-Laws of the Building Trades Employers' Assn.

ARTICLE XV.

Candidates for Admission.

Section 1. To entitle a person, firm or corporation to become a candidate for admission to membership in this Corporation, he or they must make a written application stating his or their place of business and his or their desire to become a member, which must be approved by a member and filed with the secretary.

Section 2. If such application be approved by a majority of the Committee on Membership it shall be submitted to the Board of Directors for balloting upon, and three negative votes shall exclude the applicant from membership. 8587

ARTICLE XVI.

Violation of By-Laws.

Section 1. Any member who shall be accused of violating the by-laws or any of the rules and regulations of this Corporation, or of any agreements between the members thereof, shall, on complaint to the secretary, be summoned before the Committee on Agreements and Complaints, where he shall be heard in his own defense. 8588

Section 2. Upon full investigation the Committee shall report to the Board of Directors.

Section 3. The Board of Directors at a regular or special meeting thereof may, upon receipt of the report from the Committee on Agreements and Complaints, suspend or deprive the member of his rights, privileges and membership in this Corporation.

Section 4. Upon a request in writing to the President by any member who has been suspended or deprived of his rights, privileges and membership in this Corporation, such member may appeal to the Association from the decision of the Board of Directors, provided such request is endorsed by five members of the Corporation. Upon receipt of such request the president shall call a meeting of the Corporation to hear said appeal from the decision of the Board of Directors. 8589

Section 5. At such a meeting the action of the Board of Directors may be affirmed, modified or annulled by a three-quarter vote of all the mem-

8590 bers present, but there must be not less than 75% of all the members of the Corporation present at such meeting.

ARTICLE XVII.

Contraction of Debt.

No officer or members of the Corporation shall contract any debt on behalf of the Corporation or in any manner or to any extent render the corporation liable for the payment of any sum unless he shall have been directed and empowered by the Board of Directors.

8591

ARTICLE XVIII.

Communications.

All communications from the secretary or any other officer of the Corporation or any of its members, shall be considered as strictly confidential and shall not be divulged or shown to anyone outside of the Corporation.

ARTICLE XIX.

This Corporation shall have a seal bearing the words "The Manufacturing Woodworkers Association, Incorporated."

8592

ARTICLE XX.

No member shall be relieved or absolved from the duties, obligations and agreements connected with such membership in the Corporation unless he shall have given ninety (90) days' notice in writing of his intention to resign from said membership, whereupon said resignation shall be accepted by the Corporation provided that such member is not in arrears for any dues or assessments, and further provided that no resignation from membership shall be offered, or accepted, or

become operative during a temporary suspension of business. 8593

ARTICLE XXI.

Order of Business.

Roll Call.

Reading of Minutes of last meeting and the correcting of same.

Reading of Communications.

Report of Standing Committees.

Report of Special Committees.

Report of Officers.

Unfinished Business.

New Business. 8594

ARTICLE XXII.

These by-laws may be altered, amended, added to or repealed at any meeting of the Corporation by an affirmative vote of two-thirds of the members present, provided that at a previous meeting notice shall have been given in writing of each proposed change, and a copy of such notice mailed to each member.

Rules for Governing Committees.

Committee on Membership.

8595

All applications for Membership shall be referred to this committee for investigation. A report in writing to the Board of Directors shall be made by the Committee on each application.

Committee on Labor.

All questions arising out of the labor problem, and all matters pertaining generally to labor in relation to the Woodworking trade, shall pe referred to this committee, who shall report to the Board of Directors.

Manufacturing Woodworkers' Exhibit K.

8596 COMMITTEE ON AGREEMENTS AND COMPLAINTS.

The Committee on Agreements and Complaints shall be governed by the following rules:

This committee shall have charge of all agreements, which shall be accepted by the Corporation. They shall hear and investigate all complaints and violations of said agreements and all complaints of members violating Article 1 of the by-laws.

They shall investigate all complaints made by any Association affiliating with this Corporation against members of this Corporation with a view, so far as possible, to co-operate with such Asso-
8597 ciations. This Committee shall make a written report of each case to the Board of Directors.

COMMITTEE ON LEGISLATION.

The Committee on Legislation shall, so far as possible, keep themselves advised of all bills affecting the woodworking trade that may be offered during the session of the Legislature and report to the Board of Directors from time to time as occasion may require. They shall also have charge of any amendments to our lien laws or other laws affecting the woodworking trade that
8598 may be proposed to the Corporation. They shall address letters under the seal of this Corporation to such members of the Legislature as they may deem proper, requesting such members to notify their committee of all bills offered that will be likely in any way to affect the interest of the Woodworking trade.

They shall also take charge of any amendments to our lien law or other laws affecting the woodworking trade which the Corporation or Board of Directors may desire shall become a law.

Mfg. Woodworkers' Exhibit L.

8599

Constitution and By-Laws of the

Master Carpenters' Association

of the

City of New York

1907

CONSTITUTION.

ARTICLE I.

NAME.

8600

Section 1. The name of this Association shall be the MASTER CARPENTERS' ASSOCIATION OF THE CITY OF NEW YORK.

WHO ARE ELIGIBLE.

Sec. 2. The title Master Carpenter is designed to and shall include and embrace Master Carpenters, Stair Builders, Sash, Blind and Door Makers, House Carvers, Framers and Cabinet Makers, or other employers of Journeymen Carpenters; and every person on becoming a member shall subscribe and sign his name to this Constitution and By-Laws at the next regular meeting or at the 8601
office of the Association, in a book kept by the Secretary for the purpose.

OBJECTS.

Sec. 3. The object of this Association shall be to foster trade, to protect its members from unjust and unlawful exactions, to diffuse accurate and reliable information among its members, and to promote harmony and justice between employer and employee.

Manufacturing Woodworkers' Exhibit L.

8602 CONDITIONS OF MEMBERSHIP.

Sec. 4. In order to entitle an individual, firm or corporation to membership in this Association, he, they or it must be in good standing and conduct a legitimate business as defined in Section 2 of this Article.

FIRMS.

Sec. 5. Each firm or corporation shall be allowed one membership. Such membership to be in the name of the firm or corporation. Any member of such firm or any officer of such corporation may be present at any or all meetings of the Asso-
8603 ciation. But in no case shall they be entitled to more than one vote.

RESIGNATION OF MEMBERSHIP.

Sec. 6. No member shall be relieved or absolved from the duties, obligations, and agreements connected with such membership in the Association unless he shall have given ninety (90) days' notice in writing of his intention to resign from said membership, whereupon said resignation shall be accepted by the Association, provided that such member is not in arrears for any dues,
8604 fines or assessment. And further provided that no resignation from membership shall be offered or accepted or become operative during the pendency of a strike, or the temporary suspension of business.

VIOLATION AND PENALTIES.

Sec. 7. In event of any disregard of the Constitution or any infringement of the By-Laws by any member of the Association, the accusation of which shall be submitted in writing by any member of the Association in good standing to the Executive Board of Trustees, the accused member may

be cited to appear before the Executive Board and the findings of the Executive Board shall be submitted to the Association for final action, and if found guilty he may be censured, fined or expelled. A notice shall also be sent to the person, firm or corporation when the report of the Executive Board is to be acted upon by the Association, said Association having been notified in the call of this special order of business three days in advance of the hearing. 8605

ARTICLE II.

Officers.

Section 1. The officers of this Association shall consist of a President, Vice-President, Secretary and Treasurer, who shall be elected by ballot at the annual meeting, on the second Monday of January of each year, said officers to serve one year, or until their successors are elected and installed. The President and Vice-President shall not be eligible to serve more than two consecutive terms. 8606

Trustees.

Sec. 2. There shall be an Executive Board of Trustees, consisting of thirteen members, to be composed of nine (9) members of the Association as herein provided, with the President, Vice-President, Secretary, and Treasurer as members *ex-officio*. At the annual election in January, three Trustees shall be elected for three (3) years. Whenever a vacancy occurs in the Board, through death, resignation, or otherwise, there shall be an election held (on due notice thereof being given) of a successor, for the unexpired term of the vacancy. At the meetings of the Executive Board of Trustees, seven members shall constitute a quorum. 8607

8608 Sec. 3. The Executive Board of Trustees shall meet at least once during January, April, October and December, and at such other times as may be necessary.

Sec. 4. Meetings of the Executive Board of Trustees may be called by the Chairman of the Board at his own will, or upon the written request of three members of the Board to the Secretary of the Association upon two days' notice to the members by mail.

ARTICLE III.

8609 REPRESENTATIVES TO THE BUILDING TRADES EMPLOYERS' ASSOCIATION.

Section. 1. There shall be three representatives to the Board of Governors of the Building Trades Employers' Association, to be elected by ballot at the annual election of the Association, to serve for one year, or until their successors are duly chosen or elected. Any member being elected as a representative shall not debar him from holding any other elective office in this Association.

ARTICLE IV.

APPOINTMENT OF COMMITTEE.

8610 Section 1. The Executive Board of Trustees shall name sub-committees except those otherwise provided for, or appointed by the Association.

BY-LAWS

ARTICLE I.

REGULAR MEETINGS.

Section 1. The regular meetings of this Association shall be held quarterly on the second Monday in the month of January, April, June and

October, at 3 o'clock P. M. The Annual meeting 8611
shall be held in January. Twenty-five members shall constitute a quorum.

ORDER OF BUSINESS.

The following shall be the order of business:
Roll Call.
Reading and Disposing of the Minutes of the Previous Meeting.
Treasurer's Report. (At Annual Meeting.)
Report of Executive Board of Trustees.
Report of Standing Committees.
Report of Special Committees.
Propositions, Elections and Introductions of 8612
members.
Unfinished Business.
New Business.
Adjournment.
Whenever the date for a regular meeting shall fall on a holiday, then said meeting shall be held on the corresponding day of the following week.

SPECIAL MEETINGS.

Sec. 2. Special meetings shall be called by the President or upon the written request of three members of the Board of Trustees, or of five members of this Association, or of two of the 8613
representatives to the Board of Governors of the Building Trades Employers' Association.

All members are required to be present at every meeting, both regular and special, for which at least two days' notice for regular meetings or one day's notice for special meetings has been sent out by the Secretary. A representative may answer to the roll call for any member, but shall not be allowed to remain or take any part in the meeting, unless said representative be a member of the firm. Each member shall be allowed repre-

8614 sentation in this manner not more than three times in each year. A fine of two dollars ($2.00) shall be imposed for each absence. Such fines may be remitted by the Executive Board of Trustees only when such absence has been satisfactorily explained.

MAJORITY VOTE.

Sec. 3. A majority vote shall decide all questions except as herein otherwise provided.

ARTICLE II.

PROPOSITION FOR MEMBERSHIP.

8615 Section 1. Any person desiring to become a member of this Association shall be proposed by two members in writing at any regular or special meeting, and shall be voted for by ballot at the same meeting, unless objection is made, in which case the proposition shall be laid over to the next regular or special meeting. If five negative votes appear, the candidate shall be declared rejected; but if elected and admitted, he shall pay to the Secretary of the Association the sum of Thirty dollars ($30.00), and thereupon, on signing the roll of membership agreeing to support the Con-
8616 stitution and By-Laws, and also signing the Constitution and By-Laws of the Building Trades Employers' Association, he shall become a member. If the said person fails to qualify in one month, his election shall be declared void.

DUES.

Sec. 2. The annual dues shall be sixty dollars ($60.00), payable semi-annually in advance to the Secretary, on or before the first day of April and the first day of October of each year. Any member, firm or corporation failing to pay said dues within thirty (30) days thereafter shall be notified

by the Secretary, and if not paid within sixty (60) days, shall be dropped from the roll. But such a member, firm or corporation may be reinstated to membership by a two-thirds vote of the members present at any regular meeting of the Association, upon presentation of a satisfactory excuse for his or their default and the payment in full of the amount of their arrears. 8617

HONORARY MEMBERSHIP.

Sec. 3. Honorary members may be elected by unanimous ballot, at any regular meeting, upon the recommendation of the Executive Board of Trustees. Such members shall be entitled to all the privileges of the Association, except voting, holding office and the payment of annual dues. 8618

DUTIES OF OFFICERS.

ARTICLE III.

DUTY OF PRESIDENT.

Section 1. It shall be the duty of the President to preside and preserve order at all meetings of the Association, to direct the minutes of the previous meetings, reports of committees or other papers to be read, and to call extra meetings when so requested by three members of the Board of Trustees, or five members of the Association, or two of the representatives to the Building Trades Employers' Association, and to appoint all committees not otherwise provided for. 8619

DUTY OF THE VICE-PRESIDENT.

Sec. 2. It shall be the duty of the Vice-President to perform the duties of the President in his absence or disability.

8620 DUTY OF THE SECRETARY.

Sec. 3. The Secretary shall keep accurate minutes of all meetings of the Association. He shall take charge of the seal, books and papers of the Association. He shall under the direction of the President, give notice of all meetings, conduct the correspondence of the Association, read such reports and papers as the President may direct, shall collect all fees, dues and fines from members and pay same to the Treasurer, and perform such duties as the Association may from time to time direct.

8621 DUTY OF THE TREASURER.

Sec. 4. The Treasurer shall receive all moneys of the Association and keep a correct account of the same, and shall disburse them at the order of the Secretary, countersigned by the President or presiding Vice-President. He shall make report to the Trustees at each regular meeting and a full report to the Association at the annual meeting each year. The Treasurer shall deposit the moneys of the Association in a bank or trust company approved by the Trustees, in the name of the
8622 Master Carpenters' Association of the City of New York, and at any time required by the Board of Trustees, give a bond for the faithful performance of his duties, for such an amount and of such character as may be required. Expense of said bond to be paid by the Association.

ARTICLE IV.

DUTIES OF THE EXECUTIVE BOARD OF TRUSTEES.

Section 1. The Executive Board of Trustees shall name committees, except those otherwise provided for or appointed by the Association. They shall examine the reports of the Treasurer and

approve of the bank or trust company in which 8623
the funds of the Association are deposited by the Treasurer. They shall submit to the Association their recommendations for such expenditures of money as they may deem necessary to protect the interest of the Association or any of its members, and shall have full power to attend to such other matters as may arise in behalf of this Association. They shall be empowered to select, appoint and associate with it, such additional members of the Association, from time to time, as may be deemed advisable and necessary, to enable it the more effectually to discharge the duties and perform the work assigned to it, they can appoint sub- 8624
committees, and are empowered to employ an assistant to the secretary.

Sec. 2. All grievances among members shall be referred to the Executive Board of Trustees for investigation and adjustment. They shall also discharge any other duties intrusted to them by the Association.

Sec. 3. All questions of labor and wages and matters of complaint between employer and employee shall be referred to the Trade Board, who shall carefully investigate any difficulty and use 8625
any and every possible effort to adjust it. To accomplish this end, it shall, when needful, meet a committee appointed by the employees. In case of any disagreement, the Trade Board shall report to the Executive Board of Trustees.

ARTICLE V.

Duties of the Representatives to the Board of Governors of the Building Trades Employers' Association.

Section. 1. It shall be the duty of the three representatives to the Board of Governors of the

8626 Building Trades Employers' Association to be present at all meetings of said Board and to properly represent the Master Carpenters' Association's interests in said Board. To make such reports promptly of the proceedings of said Board to the Association, direct or through the Executive Board of Trustees, that in any way affect the interests of this Association or any of its members. They shall have at all times power to act for the Association, and in absence of special instructions, to use their best judgment in casting the vote of the Association.

8627 ARTICLE VI.

COMMITTEE ON NOMINATIONS.

Section 1. At the regular meeting in October, the President shall appoint a committee of five, who shall makes nominations for all elective offices, to be voted for at the succeeding annual meeting, and shall report in writing at the regular meeting preceding said annual meeting; but this shall not prohibit any nomination being made by any member of the Association.

No member shall be eligible for election as an officer or as a member of the Executive Board of
8628 Trustees, or as a representative to the Board of Governors of the Building Trades Employers' Association, unless his name, together with the name of the office for which he has been nominated, shall have been filed with the Secretary for at least twelve days prior to the election, the Secretary to at once notify each member of said nomination.

ARTICLE VII.

DUTIES OF MEMBERS.

Section 1. It shall be obligatory upon the members to abide by the provisions of the Constitution

and By-Laws of this Association, and the Constitution and By-Laws of the Building Trades Employers' Association, and all resolutions of the above-named associations. 8629

Sec. 2. All transactions of this Association in executive session shall be deemed strictly confidential, and to reveal same to other than members shall be deemed sufficient cause for censure, fine or expulsion.

ARTICLE VIII.

Amendments.

Section 1. This Constitution and By-Laws may be amended at any meeting of the Association by a two-thirds vote of the members thereof present. A notice of the proposed amendment must have been given at a preceding meeting, and a copy of the same must be sent to each member at least ten days before action is to be taken thereon. The quorum for this purpose shall not be less than thirty members. 8630

Sec. 2. The rules may be suspended at any meeting, by a two-thirds vote of the members present.

RULES OF BUSINESS. 8631

Rule 1. The President, or in his absence the Vice-President, or in their absence a member chosen *pro tempore*, shall preside at the meetings of this Association.

Rule 2. "Cushing's Manual" shall be considered the standard authority by this Association in the decision of all questions not herein provided for.

Rule 3. All reports of committees shall be made in writing, if required by the chair.

UNITED STATES DISTRICT COURT,

8632 SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, LIMITED, *et al.*,

vs.

ELBRIDGE H. NEAL, *et al.*

AUSTIN, MCLANAHAN & MERRITT (WALTER GORDON MERRITT and DANIEL DAVENPORT, of Counsel), of New York City, for Complainants.

8633 EIDLITZ & HULSE and WILLIAM BUTLER (FREDERICK HULSE, of Counsel), all of New York City, for Defendants, Members Manufacturing Woodworkers' Association, and Master Carpenters' Association.

CHARLES MAITLAND BEATTIE and WILLIAM P. MALONEY, both of New York City, for Defendants Neal *et al.* (so-called labor defendants).

8634 CHARLES J. HARDY and FREDERICK P. WHITAKER, both of New York City, for Defendant James Elgar, Inc.

MAYER, District Judge:

Contemporaneously with the final hearing in this suit, Irving vs. Joint District Council was argued on final hearing before Judge Ward.

In that case, equitable relief was sought on behalf of a single firm because of acts claimed to be specifically directed against that firm pursuant to

a combination or conspiracy and resulting in damage to it.

Here both the complaint and the relief sought 8635
are more comprehensive. There is no question involving an existing strike. The record is barren of any proof of acts of violence nor is there satisfactory proof that the agreements and acts complained of were, at the time of the commencement of the suit, directed against these particular complainants. Plainly and briefly stated, the suit is brought on behalf of non-union manufacturers to settle in a private litigation an economic question of ceaseless importance in respect of which in the particular trade here involved, there has been a long and bitterly (though peacefully) 8636
fought struggle, each side contending for what it believed to be its rights and welfare.

The bill was verified in February 1911 and process was duly served shortly thereafter.

The complainants, eight in number, and residents of states other than New York, are manufacturers of wood trim, sash and other similar wood products. Six of these complainants have and have had business with customers in New York and two allege that they are ready and able to dispose of their products in New York City if the channels of commerce are kept free from unreasonable obstruction.

8637

Twenty-four defendants named in the bill are alleged to be officers or agents of a voluntary association known as the United Brotherhood of Carpenters and Joiners of America, Huber, the President and Duffy, the Secretary of the Association, were not served with process and are therefore not before the court. The other twenty-two defendants representatives of labor, are sued individually and as officers or agents of an association known as the Joint District Council of New

York and Vicinity of the United Brotherhood of Carpenters and Joiners of America.

8638 Five defendants are union manufacturers of trim, door and sashes in New York City. The remaining defendants over one hundred in number, are master carpenters whose business is to install trim, doors, sash and other woodwork in buildings.

The bill of complaint sets forth, among other things, an agreement between the Master Carpenters and the Joint District Council (Exhibit B). The object of that agreement is,

> "to prevent any strike or lockout, and to ensure a peaceable adjustment and settlement
> 8639 of any and all grievances, disputes and differences that may arise between any employer in the Master Carpenters' Association and the mechanics affiliated with the Joint District Council of Greater New York."

The agreement sets out the terms upon which the employers will employ and the employees work; and provides for the arbitration of disputes. It is one of these terms (which the parties have settled upon) to which complainants object, It reads:

> "There shall be no restriction against the
> 8640 use of any manufactured material except non-union or prison-made."

The bill likewise sets forth an agreement between Manufacturing Woodworkers' Association and the Joint District Council (Exhibit C). The purpose of the agreement is thus stated:

> "The intent of this Agreement is to lay foundation for peace in the Mill Work Industry, and the bringing about of uniformity

as to hours, wages and general conditions, and to provide for the settlement of any and all grievances that may arise between the 8641
Manufacturing Woodworkers' Association, parties of the first part, engaged in the manufacturing of doors, sash, window frames, moulding, interior trim, etc., and the International Union United Brotherhood of Carpenters and Joiners of America, General Offices, Indianapolis, Indiana, and its subordinate union known as Joint District Council of New York, parties of the second part."

The arbitration of disputes is provided for and the agreement further sets forth the terms and conditions upon which work will be carried on. 8642
The important provisions to be noticed are one whereby the unions agree "that none of their members will erect or install non-union or prison made material," and another whereby the employers agree that the members of the Brotherhood of Carpenters are "to be employed exclusively in the mills of the Manufacturing Woodworkers' Association."

The vital offense alleged in the bill (Complt., Par. 25) is, that with the exception of the "Contractors." "(the Master Carpenters), all the defendants" have for many years past been engaged in an oppressive and malicious scheme or con- 8643
spiracy to prevent the pursuit or exercise of the trade of carpentry by any person in any state of the United States who is not a member of said United Brotherhood, and one of its subordinate bodies, and, contrary to the Laws of Congress of July 2, 1890, relating thereto, and the laws of the state of New York, to prevent and restrain each of your orators and all other employers of any carpenters not belonging to said Brotherhood, from engaging in interstate trade or commerce to

sell or supply goods for sale, delivery, use and installation where outside of the state of their manu-
8644 facture, because they so employ one or more carpenters who are not members of said Brotherhood, and to thereby compel and coerce each of your orators and all other wood working mills and employing carpenters or builders in the United States of America, by the injury so unlawfully inflicted on their respective businesses, to operate what is called a closed or union shop, and to discharge and refuse to employ any carpenter who is not a member of, and does not pay tribute to, and submit to the regulations and restrictions of, said United Brotherhood and some one of its local affiliated unions."

8645 The Master Carpenters being excepted from the charge of conspiracy the charge is therefore made only against the twenty-two agents of the Joint District Council, the four members of the Woodworkers' Association and David W. O'Neil.

It is further alleged that in pursuance of and for the purpose of making effective the combination and conspiracy:

1. The Brotherhood and Joint District Council have adopted the rule that no member of the Brotherhood should use or work upon non-union
8646 trim and a violation of the rule subjects the member to the penalty of a fine.

This allegation is admitted.

2. The Brotherhood has an understanding with the other trades that such trades will join in sympathetic strikes if requested so to do where non-union trim is being used.

This is denied by the representatives of the unions and not established.

3. The alleged conspirators have instigated and joined in strikes where the complainants' materials were being used.

This is denied, except that it is admited in the answer of the Joint District Council's agents that members of the Brotherhood have refused to work on the complainants' products. The testimony shows that on several occasions members of the Brotherhood have quit work on jobs when complainants' material was being used. 8647

4. Builders and architects have been coerced by fear of strikes caused by the conspiracy of certain of the defendants to refuse to purchase complainants' products.

This is denied by the labor defendants. It is entirely clear from the record that the known attitude of the union toward non-union trim has deterred owners and builders who wish to employ Brotherhood men to erect trim from purchasing that which they refuse to erect and this course has been taken for self protection and in view of the exigencies of this trade situation. 8648

5. The Joint District Council would not enter into any agreement with the Master Carpenters until some clause enjoining the use of non-union material was inserted, and the Master Carpenters were coerced to enter into the agreement, Exhibit B.

The Master Carpenters answer that the representatives of the workmen insisted upon a clause substantially as is contained in the agreement but they and the labor defendants deny that the carpenters were coerced into making the agreement. 8649

The situation disclosed amounts to all intents and purposes to coercion even though the purpose of the Master Carpenters was commendable and to accomplish industrial peace.

6. The agreement, Exhibit C supra, between the Woodworkers and Joint District Council was made.

This allegation is admitted.

8650 7. "Unfair Lists" have been circulated among architects, builders and contractors of New York City.

This is denied and there is no proof of any instance where complainants have been placed on "Unfair Lists."

8. Printed lists containing the names of firms and corporations who employ union labor in their mills have been circulated in New York City by the alleged conspirators preceded by a statement whose purpose was to indicate the desirability of employing union men in order to avoid labor troubles.

8651 The labor defendants admit that such lists have been prepared and in some cases preceded by the statement above referred to, but assert that the use of such statement had been discontinued before the commenceement of this action. No proofs were submitted disproving that assertion.

The testimony is voluminous but I think the essential facts may be summarized as follows:

1. The journeymen carpenters in the Borough of Manhattan and in parts of the Borough of Brooklyn very generally belong to the Brotherhood of Carpenters.

8652 2. Owing to the fact that members of the Brotherhood refuse to work with non-members and to the further fact that employers in the building trades deem it wise to employ Brotherhood men, it is difficult, and, under ordinary circumstances, impracticable to erect carpenter work in the Borough of Manhattan and in parts of the Borough of Brooklyn except with union labor.

3. The Brotherhood of Carpenters has a by-law

that its members will not erect material made by non-union mechanics.

4. The Brotherhood of Carpenters has given notice that its men will abide by this by-law. 8653

5. The by-law is enforceable by fine.

6. On several occasions in the past few years the members of the Brotherhood have quit work where complainants' products were being used and where the products of other so-called non-union mills were being used.

7. The enforcement of the by-law in question by the Brotherhood of Carpenters and the provision in the agreement with the Master Carpenters relative to the use of non-union trim have lessened 8654
the sale of complainants' product in the Borough of Manhattan and in some parts of the Borough of Brooklyn.

8. The workmen have adopted and pursued the policy complained of to better their condition in a continuing economic struggle, with no malice to the particular complainants herein but as part of a plan to accomplish a nation-wide unionization in their trade.

9. The contractors or master carpenters have entered into their trade agreements after elaborate negotiation and for the purpose of estab- 8655
lishing and maintaining peaceful relations which shall obviate strikes and other disturbing labor troubles.

The relief sought by complainants is

1. That the defendants (other than the Master Carpenters) be enjoined from:

> "Combining, conspiring and confederating together to refuse to handle or work upon materials produced or manufactured by the

complainants or any of them because they are not made under union conditions, and from
8656 publishing, circulating, enforcing and attempting to enforce the provisions of the by-laws of the District Council of New York and Vicinity which provide as follows:

"Any member proven guilty of using the product of any person, firm or mill who have been declared unfair by their District Council, or working for any person, firm or mill who have thus been declared unfair, shall be fined ten dollars for each offense."

And from publishing, circulating, enforcing and attempting to enforce that part of the by-laws of the United Brotherhood of Car-
8657 penters and Joiners of America which provides as follows:

"It shall be the duty of all District Councils and local unions, wherever possible, to prevent the members under their jurisdiction from encouraging the use of any unfair material by handling the same."

And from enforcing or attempting to enforce or inflicting or threatening to inflict any injury, penalty or liability, where in the nature of a fine, or suspension or expulsion from any labor organization or otherwise, against any person who works upon materials fur-
8658 nished by any of your complainants, or against any person who works for any employer who purchases materials from any of your complainants, or against any person who works upon any building where the materials of any of your complainants are being installed or about to be installed.

From inducing or attempting to induce any person or persons whomsoever to decline employment or cease employment, or not to seek employment, under any person, firm or

that the defendants, or members of any union of workingmen, will refuse to work upon any materials, unless said materials are constructed under strict union conditions. 8659

And from requesting customers, or those who might become customers, of the complainants not to purchase the products of your orators or any of them because they do not employ members of said United Brotherhood of Carpenters and Joiners of America exclusively at the work of carpentry, or do not use the union label of said United Brotherhood, and from requesting any persons who might be customers of the complainants, or any of them, to buy union materials, so that no controversy or difficulty can arise on account of the use of non-union woodwork. 8660

From giving notice, verbally or in writing, to any person, firm or corporation, to refrain from purchasing merchandise or carrying out contracts for the purchase of merchandise manufactured by your complainants or any of them, under threats that if such merchandise is purchased, or said contracts carried out, they will cause the persons so notified corporation, because such person, firm or corporation may have purchased or purposed to purchase materials from the complainants or any of them, or because the materials furnished by the complainants or some of them were being used on or in connection with some building where said persons are doing work, and from in any way inducing or attempting to induce any person or persons to refuse to install, handle or work upon materials manufactured by your complainants or any of them. 8661

And from making, communicating or circulating any statement, orally or in writing,

loss or trouble, or that they will cause persons employed by such persons so notified to
8662 withdraw from their employment, or that they will cause persons employed by others upon buildings where said persons so notified are doing work, to withdraw from all work upon said buildings.

From publishing, circulating, or otherwise communicating either directly or indirectly, in writing or orally, to each other, or to any other person, firm or corporation, any statement or notice of any kind or character whatsoever, calling attention to the fact that the complainants or any of them, or their products or any of them, are or were or have been
8663 declared unfair, or are on any unfair list, or that your complainants or any of them should not be patronized or dealt with or their products purchased, used, handled, worked upon or dealt in, because made in an open or non union shop.

And from conspiring, agreeing or combining together to restrain or destroy the interstate business or trade of the complainants or any of them, in order to compel them to refuse to employ any carpenters who are not members of said United Brotherhood, and from doing any and all acts in furtherance of
8664 said combination, and any and all acts to interfere with or discourage the sale or disposition of the products of the factories of the complainants or any of them, or the installation or handling thereof, for the purpose of compelling the complainants or any of them to refuse to employ any carpenters who are not members of said United Brotherhood.

And from using any and all ways, means and methods of doing any of the aforesaid

forbidden acts, and from doing any of the forbidden acts either directly or indirectly or through by-laws, orders, directions or suggestions to committees, associations, officers, agents or otherwise. 8665

2. That Section 2 of Article IV and the second paragraph of Article III of said agreement (Exhibit "B") entered into on or about the 30th day of October, 1909, between the Master Carpenters' Association of the city of New York, party of the first part, and the Joint District Council of Greater New York, party of the second part, be declared void as imposing an unlawful restraint upon trade contrary to the laws of the state of New York in such case made and provided, and contrary to the laws of the United States relating to restraints of interstate commerce and as constituting a part of a wrongful combination or conspiracy to injure your orators. 8666

3. And that the parties to said agreement Exhibit "B," their attorneys, agents and associates, be enjoined from carrying out or pursuing said Section 2 of Article IV, and the second paragraph of Article III of said agreement, so far as the same forbid the purchase, use or installation or products manufactured by any of your orators, and inducing or persuading or attempting to induce or persuade any concern, firm or corporation to extend, renew, observe, carry out or comply with, the terms of said Section 2 of Article IV so far as the same prohibit the purchase, use or installation of non-union wood work by the members of the Master Carpenters' Associations, and provide for the refusal of the members of said District Council to work upon the same. 8667

At the outset, the jurisdiction is attacked because of lack of necessary diversity of citizenship
8668 but that question, I think, is disposed of in this court by the order of Judge Coxe for a preliminary injunction and by Judge Ward's opinion in 180 F. R. 896.

I think there is grave doubt as to whether the relief prayed for in Paragraph 2 supra can be granted in a private suit to which the Joint District Council one of the signers of the agreement Exhibit B, is not a party.

It will also be noted that while the effect of Exhibit C is sought to be restrained, there is no application to declare void the agreement itself.

Counsel, however, on the argument, urged a de-
8669 cision on the substantial questions involved and the importance of the subject-matter invites such contemporaneously herewith, that:
a decision.

For the complainants to succeed they must establish (1) an agreement offensive to the common law or a State or Federal statute, (2) or and acts done in pursuance thereof, and (3) such injury as will warrant injunctive relief in a litigation between private parties.

Assuming the agreement and its operation to be a combination in restraint of trade, the common
8670 law gives no right of action to a third person.

> "In considering the legal questions arising in this case, it must be borne in mind at the outset that it is not sufficient to show that the agreement in question may create a monopoly, may be in restraint of trade or may be opposed to public policy. Agreements of that nature are invalid and unenforceable. The law takes them as it finds them, and as it finds them leaves them; but they are not illegal in

the sense of giving a right of action to third persons for injuries sustained."

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National Fireproofing Co. v. *Mason Builders' Association*, 169 F. R. at page 263.

The remedy, if any, must therefore be found in statutes which, as I understand the trend of modern decisions, are said to be declaratory of the common law but afford new or additional remedies.

This brings us to a consideration of the Federal so-called Sherman Anti-Trust Law and the New York State Anti-Trust Law (General Business Law sec. 340).

I agree with Judge Ward in his opinion filed contemporaneously herewith, that: 8672

"There can be no question, first, that a combination does exist between the various local unions which constitute the United Brotherhood; second, that one of the purposes of the combination is to compel the unionization of all manufacturing carpenter shops; third, that the object is to restrain competition between open shops and union shops and, fourth, that this object is to be accomplished principally by an agreement to refuse to work on any job where non-union trim is used."

8673

I further agree that the combination in the case before him results in directly restraining competition between manufacturers and operates to restrain interstate commerce, in violation of the above referred to Federal and State statutes.

As the agreement (Exhibit B) between the Joint District Council and the Master Carpenters and the agreement (Exhibit C) between the Manufacturing Woodworkers Association and the United Brotherhood and the Joint District Council, are

but steps in the course of the combination and effective extensions of its purposes and results, I
8674 am of the opinion that these agreements are also condemned by the two statutes referred to—and this, irrespective of the motives which actuated any of the defendants, masters or workmen.

But, injunctive relief may be had under either statute only at the instance of the Untited States or the State of New York as the case may be, and, therefore, complainants cannot recover in this suit.

National Fireproofiing Co. v. *Mason Builders' Association*, supra.

8675 As I cannot agree with the contention of the counsel for complainants that either subdivision 5 of section 580 or section 530 of the Penal Law is applicable to the case at bar, there thus remains for consideration only sub-division 6 of Section 580 of the Penal Law of New York.

Subdivision 6 of section 580 of Article 54 of the Penal Law (formerly sec. 168, subdivision 6 of Penal Code), has long been on the statute book. It provides:

> "If two or more persons conspire to commit any act injurious * * * to trade or commerce * * * each of them is guilty of
8676 a misdemeanor." (Formerly part of sec. 168 of the Penal Code.)

The prevention of competition in business has been held to be an act injurious to trade in contemplation of law.

Kellog v. *Sowerby*, 190 N. Y. 370.
People v. *Sheldon*, 139 N. Y. 251.

It is further held by the New York Court of Appeals:

"A civil action is maintainable by one who suffers injury as the result of a conspiracy forbidden by the criminal law, to recover the damages which he has sustained at the hands of the parties to the combination." 8677

See also *In re Debs*, 158 U. S. at page 593.

Under this statute, the motive of the parties is immaterial. The gist of the offense is the agreement to prevent competition.

"In order to guard against any possible misapprehension, however, on another trial, it is proper to say that we do not think that good motives on the part of those who enter into a combination in restraint of trade save it from the condemnation of the law of this state. (People vs. Sheldon, supra.) The fact that the parties to an agreement of such a character may have honestly believed that it would be beneficial instead of injurious to commerce does not render it legal. The law denounces it if it is designed to prevent competition and will have that effect whatever the intent of the parties." 8678

Kellog v. *Sowerby*, supra.

Without wishing to speculate *obiter*, it would seem that if there be a conspiracy to commit any act injurious to trade or commerce, the offense is indictable irrespective of injury to a particular person. The theory is that the people at large are injured and the redress is in their hands acting through constituted authority. 8679

But before a private litigant may recover, he must show either that he has suffered special in-

jury as the proximate result of the wrong or that the conspiracy was directed against him.

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Cranford v. *Tyrell,* 128 N. Y. 341.
Kellogg v. *Sowerby,* supra.
National Fireproofing Co. v. *Mason Builders' Association,* supra.

As I read the Kellogg case, there might have been a criminal prosecution because of the agreement, irrespective of Kellogg's rights or status, but Kellogg could not recover money damage if it could be shown that, at the formation of the conspiracy, it was not intended to injure him.

Conspiracy is a continuing crime, however, and
8681 once the agreement is formed, it seems to me that if particular acts are directed against a particular person so that he suffers a direct or special injury, he is the victim of the conspiracy and however impersonal the original situation may have been, the intent to injure may be inferred from the fact that injury is directly inflicted by specific acts on the particular person and in pursuance of the agreement to do acts to injure trade or commerce by preventing competition.

But the public generally, as distinguished from one specially injured, must look to the sovereign for redress.

8682 So here, it is true, that the complainants may be injured by the general situation; but theirs is not a special injury in the sense of *Cranford* v. *Tyrell,* supra, nor of the Irving case.

Assuming, for the purpose of illustration, the agreement complained of to be unlawful, it was impersonal and intended to accomplish a general result as distinguished from selecting these particular complainants as the objects of its operation.

National Fireproofing Co. v. *Mason Builders' Association,* supra.

In such circumstances, the policy of the law making power (here, Congress and the New York legislature), seems to be to remit these problems 8683
to the responsible and duly selected public officials. A decree in a litigation at the instance of the Government or the State is binding universally to all practical intents and purposes. It is presumably in the public interest as distinguished from any individual interest and operates, for the benefit of all, (as distinguished from meeting a particular instance of wrong or injury), on a method or manner of conducting business whether the complaint be against employer or employee.

Of the many cases cited I find none authoritative where a general business situation in the case of 8684
employers or a general trade situation in the case of employees was corrected by injunction at the instance of private suitors. Ample remedy is provided at common law or by statute for recovery of money damage in actions by private litigants. The courts have time and again extended the equity arm to prevent the commission or continuance of injury directed against particular persons and have protected employers against violence and sympathetic strikes, but where the purpose of an injunction is, as in the case at bar, to attempt to control a large body of men generally to work or not to work, on a class of goods or in a kind of 8685
manufacture (as distinguished from a specific instance or instances as above discussed), the remedy of injunction is not to be granted in a litigation between private parties.

Finally, it may be remarked that, in any event, on this branch of the case, the complaint does not seek an injunction against the Master Carpenters nor does the proof justify the granting thereof.

The bill is dismissed with costs.

District Judge.

November 6, 1913.

8686 At a Stated Term of the United States District Court for the Southern District of New York, in the Second Circuit, held at the United States Court House in the Post Office Building, in the Borough of Manhattan, City of New York, in said District, on the 11th day of November, 1913.

Present:

Hon. JULIUS M. MAYER,
United States District Judge.

8687 PAINE LUMBER COMPANY, LIMITED, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company,
Complainants,

against

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America and Amal-
8688 gamated Society of Carpenters and Joiners of America; Wallace Anderson, Henry W. Blumenberg, Thomas Dalton, Frederick Dhuy, John T. Donovan, Henry Erickson, David French, Matthew C. Heinen, Alexander Kelso, George Lynch, Albert W. Leek, James Martin, Richard Mortan, August Nagel, Frank Norton, William O'Grady, Charles Peterson, Lawrence Story, Conrad C. Swenson, individually and as business agents of said Joint District Council of New York and Vicinity; Charles H. Bausher, individually and as

In Equity E7-129

business agent of said Joint District Council, and as a member of the General Executive Board of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Harry L. Cook, individually and as organizer of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Frank Duffy, individually and as Secretary of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, and William D. Huber, individually and as President of said United Brotherhood of Carpenters and Joiners of America; Murray & Hill Company, Harlem River Lumber & Woodworking Company, Empire City—Gerard Company, David W. O'Neil, James C. Forbes, C. F. Bond Company, Bottsford Dickinson Company, Robert Christie & Son, Inc., P. J. Carlin Construction Company, Charles A. Cowen & Company, Inc., James Elgar, Inc., Ellison Construction Co., Fountain & Choate, Inc., Hugh Getty, Inc., Gross & Herman, Inc., Hedden Construction Company, George L. Hiltl Company James C. Hoe's Sons, Inc., Jones Construction Company, C. W. Klappert's Son's, Inc., Lewis Harding & Company, James MacArthur Company, George Mulligan Company, F. T. Nesbit & Company, Inc., John H. Parker Company, E. E. Paul Company, Pottier & Stymus Company, S. M. Randall & Son, Inc., Andrew J. Robinson Company, John V. Schaefer, Jr. & Company, Inc., Sloane & Moller, Inc., Howard J. Smith & Son, Inc., W. E. Smith, Inc., John Thatcher & Son, Inc., Thompson-Starrett Company, Tidewater Building Company, Tucker & Vinton, Inc., Turner Construction Company, Wakeham & Miller, Inc., Richard L. Walsh Company, Watt &

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Sinclair, Inc., Whitney, Steen Company, Charles T. Wills, Inc., William Young
8692 Company, George A. Fuller Company, Roebling Construction Company, J. C. Vreeland Building Company, The Norcross Brothers Company, Schweizer & West Manufacturing Company, John H. Adamson, Samuel Aginsky, Hiram A. Akerly, Stephen Ball, Jacob Balz, Alfred Beinhauer, Paul Benzenberg, Hyman Berman, James J. Bradley, Rufus H. Brown, John H. Carl, Richard H. Casey, Charles Cowen, John I. Downey, Robert B. Ferguson, Patrick Gallagher, A. Goldberg, A. Gruskin, P. Herschowsky, George Hildebrand, Nathan Hopin, John Hurley, A. G. Imhof, Ed-
8693 ward Jeans, David Kraus, John H. MacDonald, Ranald H. MacDonald, William McKenzie, Louis Mader, William S. Miller, Donald Mitchell, George M. Morrison, Edwin Outwater, Hyman Peskin, Paul Peterson, J. Reich, Abraham Rosen, Isidore Rosenfeld, Frank H. Rush, William Somerville, Otto Strack, Paul Swanson, Walter E. Thompson, Joseph Wagner, Louis Weiner, J. Odell Whitenack, Jacob A. Zimmerman, Henry J. Brown and Abram H. Brown, Copartners, doing business under the firm name of Henry J. Brown & Son, Max Davis and Philip Davis, co-partners, do-
8694 ing business under the firm name of M. Davis & Son, Joseph A. Duffy, and Francis Collin, copartners, doing business under the firm name of Duffy & Collin, Otto M. Eidlitz and Robert J. Eidlitz, copartners, doing business under the firm name of Mark Eidlitz & Son, Morris Frank and William Frank, copartners, doing business under the firm name of Frank & Frank, Alexander H. Hamilton, doing business under the trade name of John L. Hamilton & Sons, Elizabeth G. Hantsche and Emil G. Hantsche, Jr., co-partners, doing business under the firm name of E. G.

Hantsche & Company, James S. Herrman, doing business under the trade name of Philip Herrman's Sons, Samuel H. E. Jennings and Thomas A. Welstead, co-partners, doing business under the firm name of Jennings & Welstead, James F. Kerr and Kasmir Krenkel, co-partners, doing business under the firm name of Kerr &. Krenkel, Leopold Kantor and Joseph B. Cooper, copartners, doing business under the firm name of Leopold Kantor & Company, Julius R. Miller and Louis Walter, copartners, doing business under the firm name of Miller & Walter, William J. Moore and Alexander Moore, Jr., copartners, doing business under the firm name of Alexander Moore's Sons, Timothy I. O'Connell, Jr., and William J. Hanna, copartners, doing business under the firm name of O'Connell & Hanna, Harris Passloff and Nathan Strom, copartners, doing business under the trade name of Passloff & Strom, Thomas F. Rae, doing business under the trade name of Thomas Rae & Son, Hyman Rappaport and Benjamin Bessner, copartners, doing business under the firm name of Rappaport & Bessner, Herbert S Stoddard and William R. Hughes, copartners, doing business under the firm name of Stoddard & Hughes, Patrick Walsh and James G. Taylor, copartners, doing business under the firm name of P. Walsh Company, Morris Wolfinger and Max Lasberg, copartners, doing business under the firm name of Wolfinger & Lasberg, Andrew H. Boyd and James Selfridge, copartners, doing business under the firm name of Boyd & Selfridge, Daniel P. Christie and Andrew Christie, copartners, doing business under the firm name of D. & A. Christie,

Defendants.

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This cause came on to be heard at this term and was argued by counsel and thereupon, upon con-
8698 sideration thereof, it was

Ordered, adjudged and decreed as follows, viz.: That the bill of complaint herein be, and it hereby is, dismissed with costs to the defendant to be taxed, and that the preliminary injunction heretofore issued herein be, and it hereby is, dissolved.

JULIUS M. MAYER,
D. J.

Endorsed: U. S. District Court, S. D. of N. Y. —Filed Nov. 12, 1913.

8699 UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, LIMITED, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company,
Complainants,

against

8700 ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Wallace Anderson, Henry W. Blumenberg, Thomas Dalton, Frederick Dhuy, John T. Donovan, Henry Erickson, David French, Matthew C. Heinen, Alexander Kelso, George Lynch, Albert W. Leek, James Martin, Richard Mortan, August Nagel, Frank Norton, William O'Grady, Charles Peterson, Lawrence Story, Con-

rad C. Swenson, individually and as business agents of said Joint District Council of New York and Vicinity; Charles H. Bausher, individually and as business agent of said Joint District Council, and as a member of the General Executive Board of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Harry L. Cook, individually and as organizer of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Frank Duffy, individually and as Secretary of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, and William D. Huber, individually and as President of said United Brotherhood of Carpenters and Joiners of America; Murray & Hill Company, Harlem River Lumber & Woodworking Company, Empire City— Gerard Company, David W. O'Neil, James C. Forbes, C. F. Bond Company, Bottsford Dickinson Company, Robert Christie & Son, Inc., P. J. Carlin Construction Company, Charles A. Cowen & Company, Inc., James Elgar, Inc., Ellison Construction Co., Fountain & Choate, Inc., Hugh Getty, Inc., Gross & Herman, Inc., Hedden Construction Company, George L. Hiltl Company James C. Hoe's Sons, Inc., Jones Construction Company, C. W. Klappert's Son's, Inc., Lewis Harding & Company, James MacArthur Company, George Mulligan Company, F. T. Nesbit & Company, Inc., John H. Parker Company, E. E. Paul Company, Pottier & Stymus Company, S. M. Randall & Son, Inc., Andrew J. Robinson Company, John V. Schaefer, Jr. & Company, Inc., Sloane & Moller, Inc., Howard J. Smith & Son,

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Inc., W. E. Smith, Inc., John Thatcher & Son, Inc., Thompson-Starrett Company, Tidewater Building Company, Tucker & Vinton, Inc., Turner Construction Company, Wakeham & Miller, Inc., Richard L. Walsh Company, Watt & Sinclair, Inc., Whitney, Steen Company, Charles T. Wills, Inc., William Young Company, George A. Fuller Company, Roebling Construction Company, J. C. Vreeland Building Company, The Norcross Brothers Company, Schweizer & West Manufacturing Company, John H. Adamson, Samuel Aginsky, Hiram A. Akerly, Stephen Ball, Jacob Balz, Alfred Beinhauer, Paul Benzenberg, Hyman Berman, James J. Bradley, Rufus H. Brown, John H. Carl, Richard H. Casey, Charles Cowen, John I. Downey, Robert B. Ferguson, Patrick Gallagher, A. Goldberg, A. Gruskin, P. Herschowsky, George Hildebrand, Nathan Hopin, John Hurley, A. G. Imhof, Edward Jeans, David Kraus, John H. MacDonald, Ranald H. MacDonald, William McKenzie, Louis Mader, William S. Miller, Donald Mitchell, George M. Morrison, Edwin Outwater, Hyman Peskin, Paul Peterson, J. Reich, Abraham Rosen, Isidore Rosenfeld, Frank H. Rush, William Somerville, Otto Strack, Paul Swanson, Walter E. Thompson, Joseph Wagner, Louis Weiner, J. Odell Whitenack, Jacob A. Zimmerman, Henry J. Brown and Abram H. Brown, Copartners, doing business under the firm name of Henry J. Brown & Son, Max Davis and Philip Davis, co-partners, doing business under the firm name of M. Davis & Son, Joseph A. Duffy, and Francis Collin, copartners, doing business under the firm name of Duffy & Collin, Otto M. Eidlitz and Robert J. Eidlitz, copartners, doing business under the firm name of Mark Eidlitz & Son, Morris Frank and William Frank,

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copartners, doing business under the firm name of Boyd & Selfridge, Daniel
8710 P. Christie and Andrew Christie, copartners, doing business under the firm name of D. & A. Christie,

Defendants.

The complainants herein, Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company, feeling themselves aggrieved by the decree of dismissal made and entered on the 11th
8711 day of November, 1913, whereby it was adjudged and decreed that the complainants bill of complaint be dismissed with costs to the defendants to be taxed,

Now come, by their solicitor and counsel, Walter Gordon Merritt, and petition this honorable court for an order allowing said complainants to prosecute an appeal to the honorable United States Circuit Court of Appeals for the Second Circuit under and according to the Laws of Congress and the Statutes of the United States in such cases made and provided.

And your petitioners also pray for an order
8712 fixing the amount of security which complainants shall give and furnish upon such appeal and that upon the giving of such security all further proceedings of this Court be suspended and stayed until the determination of this appeal.

And your petitioner will ever pray, etc.

Dated this 12th day of November, 1913.

WALTER GORDON MERRITT,
Solicitor for Complainants.

Endorsed: U. S. District Court, S. D. of N. Y. —Filed Nov. 12, 1913.

DISTRICT COURT OF THE UNITED STATES,

SOUTHERN DISTRICT OF NEW YORK. 8713

PAINE LUMBER COMPANY, Limited, *et als.*,
Complainants,

against

ELBRIDGE B. NEAL, etc., *et als.*,

E7-129.

Now come the complainants, Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company, by Walter Gordon Merritt, of counsel, and having prayed an appeal to the United States Circuit Court of Appeals for the Second Circuit from the final decree made by this honorable Court on the 11th day of November, 1913, dismissing the bill of complaint with costs to the defendants, they respectfullly file as their assignment of errors upon which they will rely upon said appeal, the following: 8714

1. The said District Court erred in dismissing the complainants' bill and entering said final decree in favor of the defendants for their costs against the complainants. 8715

2. The said Court erred in refusing to grant an injunction in behalf of the complainants as prayed for in the bill of complaint.

3. The said Court erred in refusing to declare Section 2 of Article IV and the second paragraph

of Article III of Agreement Exhibit "B," attached to the complaint, null and void.

8716 4. The said Court erred in refusing to enjoin the defendants, who were parties to said Exhibit "B" from carrying out or pursuing the said Section 2 of Article IV thereof and the second paragraph of Article III thereof, so far as the same forbid the purchase, use or installation of products made by the complainants, and in refusing to grant an injunction in behalf of the complainants enjoining the defendants from inducing, persuading, or attempting to induce or persuade, any person, firm or corporation to extend, renew, observe, carry out or comply with the terms of said Section
8717 2 of Article IV and paragraph 2 of Article III of said agreement Exhibit "B," so far as the same forbid the purchase, use or installation of products made by the complainants.

5. The said Court erred in holding that the complainants had not suffered special injury or damage.

6. The said Court erred in not holding that the complainants were entitled to an injunction on the ground that the conspiracy of the defendants, as alleged and proved, caused the complainants loss and damage and violated Section 340 of the Gen-
8718 eral Business Law of the State of New York.

7. The said Court erred in not holding that the complainants were entitled to an injunction on the ground that the combination of the defendants, as alleged and proved, caused the complainants loss and damage and violated Act of Congress approved July 2d, 1890, and entitled, "An Act to Protect Trade and Commerce against Unlawful Restraint and Monopolies."

8. The said Court erred in not holding that the

complainants were entitled to an injunction on the ground that the combination of the defendants, as alleged and proved, caused the complainants loss and damage and violated Section 580 of the Penal Law of the State of New York. 8719

9. The said Court erred in not holding that the combination of the defendants, as alleged and proved, violated Section 580 of the Penal Law of the State of New York.

10. The said Court erred in not holding that the combination of the defendants, as alleged and proved, violated Section 530 of the Penal Law of the State of New York.

11. The said Court erred in failing to grant an injunction on the ground that the combination of the defendants, as alleged and proved, caused the complainants loss and damage and violated Section 14 of the Stock Corporation Law of the State of New York. 8720

12. The said Court erred in not holding that the complainants were entitled to an injunction on the ground that the combination of the defendants, as alleged and proved, caused the complainants loss and damage and constituted an unlawful restraint of trade and commerce at common law.

13. The said Court erred in not holding that the damage and loss caused the complainants by the defendant combination, as alleged and proved, constituted such special loss and damage as entitled the complainants to an injunction on the ground that the combination of the defendants and the acts done in furtherance thereof constituted crimes and indictable offenses under the statutes of the State of New York. 8721

14. The said Court erred in not holding that the damage and loss caused the complainants by the

defendants' combination, as alleged and proved, constituted such special loss and damage as en-
8722 titled the complainants to an injunction on the ground that the combination of the defendants and the acts done in furtherance thereof constituted a crime and indictable offense under the statutes of the United States.

15. The said Court erred in not granting the complainants such other and further relief as the circumstances of the case might require.

Wherefore, these complainants pray that said decree be reversed and that directions be given to grant the complainants all the relief prayed for in their bill of complaint.

8723 WALTER GORDON MERRITT,
Solicitor and of Counsel for
Complainants-Appellants.

Endorsed: U. S. District Court, S. D. of N. Y. —Filed Nov. 12th, 1912.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

8724 PAINE LUMBER COMPANY, LIMITED, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company,
Complainants,

against E7-129

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and

Joiners of America; Wallace Anderson, Henry W. Blumenberg, Thomas Dalton, Frederick Dhuy, John T. Donovan, Henry Erickson, David French, Matthew C. Heinen, Alexander Kelso, George Lynch, Albert W. Leek, James Martin, Richard Mortan, August Nagel, Frank Norton, William O'Grady, Charles Peterson, Lawrence Story, Conrad C. Swenson, individually and as business agents of said Joint District Council of New York and Vicinity; Charles H. Bausher, individually and as business agent of said Joint District Council, and as a member of the General Executive Board of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Harry L. Cook, individually and as organizer of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Frank Duffy, individually and as Secretary of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, and William D. Huber, individually and as President of said United Brotherhood of Carpenters and Joiners of America; Murray & Hill Company, Harlem River Lumber & Woodworking Company, Empire City—Gerard Company, David W. O'Neil, James C. Forbes, C. F. Bond Company, Bottsford Dickinson Company, Robert Christie & Son, Inc., P. J. Carlin Construction Company, Charles A. Cowen & Company, Inc., James Elgar, Inc., Ellison Construction Co., Fountain & Choate, Inc., Hugh Getty, Inc., Gross & Herman, Inc., Hedden Construction Company, George L. Hiltl Company James C. Hoe's Sons, Inc., Jones Construction Company, C. W. Klappert's

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Son's, Inc., Lewis Harding & Company, James MacArthur Company, George
8728 Mulligan Company, F. T. Nesbit & Company, Inc., John H. Parker Company, E. E. Paul Company, Pottier & Stymus Company, S. M. Randall & Son, Inc., Andrew J. Robinson Company, John V. Schaefer, Jr. & Company, Inc., Sloane & Moller, Inc., Howard J. Smith & Son, Inc., W. E. Smith, Inc., John Thatcher & Son, Inc., Thompson-Starrett Company, Tidewater Building Company, Tucker & Vinton, Inc., Turner Construction Company, Wakeham & Miller, Inc., Richard L. Walsh Company, Watt & Sinclair, Inc., Whitney, Steen Company, Charles T. Wills, Inc., William Young
8729 Company, George A. Fuller Company, Roebling Construction Company, J. C. Vreeland Building Company, The Norcross Brothers Company, Schweizer & West Manufacturing Company, John H. Adamson, Samuel Aginsky, Hiram A. Akerly, Stephen Ball, Jacob Balz, Alfred Beinhauer, Paul Benzenberg, Hyman Berman, James J. Bradley, Rufus H. Brown, John H. Carl, Richard H. Casey, Charles Cowen, John I. Downey, Robert B. Ferguson, Patrick Gallagher, A. Goldberg, A. Gruskin, P. Herschowsky, George Hildebrand, Nathan Hopin, John Hurley, A. G. Imhof, Edward Jeans, David Kraus, John H. Mac-
8730 Donald, Ranald H. MacDonald, William McKenzie, Louis Mader, William S. Miller, Donald Mitchell, George M. Morrison, Edwin Outwater, Hyman Peskin, Paul Peterson, J. Reich, Abraham Rosen, Isidore Rosenfeld, Frank H. Rush, William Somerville, Otto Strack, Paul Swanson, Walter E. Thompson, Joseph Wagner, Louis Weiner, J. Odell Whitenack, Jacob A. Zimmerman, Henry J. Brown and Abram H. Brown, Copartners, doing business under the firm name of Henry J. Brown & Son, Max

Davis and Philip Davis, co-partners, doing business under the firm name of M. Davis & Son, Joseph A. Duffy, and Francis Collin, copartners, doing business under the firm name of Duffy & Collin, Otto M. Eidlitz and Robert J. Eidlitz, copartners, doing business under the firm name of Mark Eidlitz & Sons, Morris Frank and William Frank, copartners, doing business under the Son, Morris Frank and William Frank, firm name of Frank & Frank, Alexander H. Hamilton, doing business under the trade name of John L. Hamilton & Sons, Elizabeth G. Hantsche and Emil G. Hantsche, Jr., co-partners, doing business under the firm name of E. G. Hantsche & Company, James S. Herrman, doing business under the trade name of Philip Herrman's Sons, Samuel H. E. Jennings and Thomas A. Weltsead, co-partners, doing business under the firm name of Jennings & Welstead, James F. Kerr and Kasmir Krenkel, co-partners, doing business under the firm name of Kerr & Krenkel, Leopold Kantor and Joseph B. Cooper, copartners, doing business under the firm name of Leopold Kantor & Company, Julius R. Miller and Louis Walter, copartners, doing business under the firm name of Miller & Walter, William J. Moore and Alexander Moore, Jr., copartners, doing business under the firm name of Alexander Moore's Sons, Timothy I. O'Connell, Jr., and William J. Hanna, copartners, doing business under the firm name of O'Connell & Hanna, Harris Passloff and Nathan Strom, copartners, doing business under the trade name of Passloff & Strom, Thomas F. Rae, doing business under the trade name of Thomas Rae & Son, Hyman Rappaport and Benjamin Bessner, copartners, doing business under the firm name of Rappaport & Bessner,

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Herbert S Stoddard and William R. Hughes, copartners, doing business under the firm name of Stoddard & Hughes, Patrick Walsh and James G. Taylor, copartners, doing business under the firm name of P. Walsh Company, Morris Wolfinger and Max Lasberg, copartners, doing business under the firm name of Wolfinger & Lasberg, Andrew H. Boyd and James Selfridge, copartners, doing business under the firm name of Boyd & Selfridge, Daniel P. Christie and Andrew Christie, copartners, doing business under the firm name of D. & A. Christie,

Defendants.

On motion of Walter Gordon Merritt, solicitor and counsel for complainants, it is

Ordered, that an appeal to the United States Circuit Court of Appeals for the Second Circuit, from the final decree heretofore filed and entered herein, be and the same hereby is allowed and that a certified transcript of the record, testimony, exhibits and all proceedings herein be forthwith transmitted to said United States Circuit Court of Appeals. It is further

Ordered, that the bond on appeal be fixed at the sum of three thousand dollars ($3,000.), the same to act as a supersedeas bond and also as a bond for costs on appeal.

Dated the 12th day of November, 1913.

JULIUS M. MAYER,
U. S. District Judge.

Endorsed: U. S. District Court, S. D. of N. Y. —Filed Nov. 12, 1913.

UNITED STATES DISTRICT COURT,

SOUTHERN DISTRICT OF NEW YORK.

8737

PAINE LUMBER COMPANY, Limited, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, MORGAN COMPANY, LOTHMAN CYPRESS CO., CURTIS & YALE COMPANY, W. D. CROOKS & SONS and BRISTOL DOOR & LUMBER COMPANY,
Complainants,

against

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America, *et al.*,
Defendants.

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KNOW ALL MEN BY THESE PRESENTS, That United States Fidelity and Guaranty Company, having an office and usual place of business at No. 47 Cedar Street, in the City of New York, County and State of New York, is held and firmly bound 8739
unto the above named Elbridge H. Neal, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America, *et al.*, in the sum of Three thousand dollars ($3,000.00), to be paid to the said Elbridge H. Neal, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America, *et al.*, for the payment of

which, well and truly to be made, it binds itself, its successors and assigns, jointly and severally,
8740 firmly by these presents.

SEALED with its seal, and dated the 12th day of November, 1913.

WHEREAS, the above-named Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crook & Sons, and Bristol Door & Lumber Company, have prosecuted their appeal to the United States Circuit Court of Appeals for the Second Circuit, to reverse the decree dated the day of , 1913, rendered in the
8741 above-entitled suit, in the District Court of the United States for the Southern District of New York.

NOW, THEREFORE, the condition of this obligation is such, that if the above-named Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their appeal good, then this obli-
8742 gation shall be void, otherwise the same shall be and remain in full force and virtue.

UNITED STATES FIDELITY AND GUARANTY COMPANY.
By
S. FRANK HEDGES,
Attorney-in-Fact.
Attest:
WILLIAM H. ESTWICK,
Attorney-in-Fact.

"The within undertaking is approved as to form and as to sufficiency of remedy. J. M. Mayer, D. J."

Affidavit, Acknowledgment and Justification by The United States Fidelity and Guaranty Company. 8743

STATE OF NEW YORK,
County of New York, } ss.:

Before me personally came S. Frank Hedges, known to me to be Attorney-in-Fact of the United States Fidelity and Guaranty Company, the corporation described in and which executed the annexed bond of Paine Lumber Company, as surety thereon, who being by me duly sworn, deposes and says that he resides in the City of New York, State of New York, and that he is the Attorney-in-Fact of the said United States Fidelity and Guaranty Company, and knows the corporate seal there 8744
that said Company is duly and legally incorporated under the laws of the State of Maryland; that said Company has complied with the provisions of the Act of Congress of August 13, 1894, allowing certain corporations to be accepted as surety on bonds; that the seal affixed to the annexed bond of Paine Lumber Company is the corporate seal of the said United States Fidelity and Guaranty Company, and was thereto affixed by order of the authority of the Board of Directors of said Company; and that he signed his name thereto by like order and authority as Attorney-in-Fact of said Company; and that he is acquainted 8745
with William H. Estwick and knows him to be Attorney-in-Fact of said Companyfff and that the signature of said William H. Estwick subscribed to said bond is the genuine handwriting of said William H. Estwick and was thereto subscribed by order and authority of said Board of Directors, and in the presence of said deponent; and that the assets of said Company, unencumbered and liable to execution, exceed its claims, debts and liabilities, of every nature whatsoever, by more than the sum of two million dollars ($2,000,000.00).

Sworn to, asknowledged before me, and subscribed in my presence this 12th day of November,
8746 1913.

Notary Public, New York County.

Endorsed: The U. S. District Court, S. D. of N. Y.—Filed November 12th, 1913.

Copies of the foregoing final decree, petition for appeal, assignment of errors, order allowing appeal and fixing bond, and bond, were served on the attorneys for the respective defendants on the 13th day of November, 1913.

8747 By the Honorable JULIUS M. MAYER, one of the Judges of the District Court of the United States for the Southern District of New York in the Second Circuit,

to

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Wallace Anderson, Henry W. Blumenberg, Thomas Dalton,
8748 Frederick Dhuy, John T. Donovan, Henry Erickson, David French, Matthew C. Heinen, Alexander Kelso, George Lynch, Albert W. Leek, James Martin, Richard Mortan, August Nagel, Frank Norton, William O'Grady, Charles Peterson, Lawrence Story, Conrad C. Swenson, individually and as business agents of said Joint District Council of New York and Vicinity; Charles H. Bausher, individually and as business agent of said Joint District Council, and as a member of the General Executive Board of the said United

Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Harry L. Cook, individually and as organizer of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Frank Duffy, individually and as Secretary of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, and William D. Huber, individually and as President of said United Brotherhood of Carpenters and Joiners of America; Murray & Hill Company, Harlem River Lumber & Woodworking Company, Empire City— 8749
Gerard Company, David W. O'Neil, 8750
James C. Forbes, C. F. Bond Company, Bottsford Dickinson Company, Robert Christie & Son, Inc., P. J. Carlin Construction Company, Charles A. Cowen & Company, Inc., James Elgar, Inc., Ellison Construction Co., Fountain & Choate, Inc., Hugh Getty, Inc., Gross & Herman, Inc., Hedden Construction Company, George L. Hiltl Company James C. Hoe's Sons, Inc., Jones Construction Company, C. W. Klappert's Son's, Inc., Lewis Harding & Company, James MacArthur Company, George Mulligan Company, F. T. Nesbit & Company, Inc., John H. Parker Company, E. 8751
E. Paul Company, Pottier & Stymus Company, S. M. Randall & Son, Inc., Andrew J. Robinson Company, John V. Schaefer, Jr. & Company, Inc., Sloane & Moller, Inc., Howard J. Smith & Son, Inc., W. E. Smith, Inc., John Thatcher & Son, Inc., Thompson-Starrett Company, Tidewater Building Company, Tucker & Vinton, Inc., Turner Construction Company, Wakeham & Miller, Inc., Richard L. Walsh Company, Watt & Sinclair, Inc., Whitney, Steen Company, Charles T. Wills, Inc., William Young Company, George A. Fuller Company,

Roebling Construction Company, J. C. Vreeland Building Company, The Norcross Brothers Company, Schweizer & West Manufacturing Company, John H. Adamson, Samuel Aginsky, Hiram A. Akerly, Stephen Ball, Jacob Balz, Alfred Beinhauer, Paul Benzenberg, Hyman Berman, James J. Bradley, Rufus H. Brown, John H. Carl, Richard H. Casey, Charles Cowen, John I. Downey, Robert B. Ferguson, Patrick Gallagher, A. Goldberg, A. Gruskin, P. Herschowsky, George Hildebrand, Nathan Hopin, John Hurley, A. G. Imhof, Edward Jeans, David Kraus, John H. MacDonald, Ranald H. MacDonald, William McKenzie, Louis Mader, William S. Miller, Donald Mitchell, George M. Morrison, Edwin Outwater, Hyman Peskin, Paul Peterson, J. Reich, Abraham Rosen, Isidore Rosenfeld, Frank H. Rush, William Somerville, Otto Strack, Paul Swanson, Walter E. Thompson, Joseph Wagner, Louis Weiner, J. Odell Whitenack, Jacob A. Zimmerman, Henry J. Brown and Abram H. Brown, Copartners, doing business under the firm name of Henry J. Brown & Son, Max Davis and Philip Davis, co-partners, doing business under the firm name of M. Davis & Son, Joseph A. Duffy, and Francis Collin, copartners, doing business under the firm name of Duffy & Collin, Otto M. Eidlitz and Robert J. Eidlitz, copartners, doing business under the firm name of Mark Eidlitz & Son, Morris Frank and William Frank, copartners, doing business under the firm name of Frank & Frank, Alexander H. Hamilton, doing business under the trade name of John L. Hamilton & Sons, Elizabeth G. Hantsche and Emil G. Hantsche, Jr., co-partners, doing business under the firm name of E. G. Hantsche & Company, James S. Herrman, doing business under the trade name of Philip Herrman's Sons, Samuel H. E. Jennings and Thomas

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A. Weltsead, co-partners, doing business under the firm name of Jennings & Welstead, James F. Kerr and Kasmir Krenkel, co-partners, doing business under the firm name of Kerr & Krenkel, Leopold Kantor and Joseph B. Cooper, copartners, doing business under the firm name of Leopold Kantor & Company, Julius R. Miller and Louis Walter, copartners, doing business under the firm name of Miller & Walter, William J. Moore and Alexander Moore, Jr., copartners, doing business under the firm name of Alexander Moore's Sons, Timothy I. O'Connell, Jr., and William J. Hanna, copartners, doing business under the firm name of O'Connell & Hanna, Harris Passloff and Nathan Strom, copartners, doing business under the trade name of Passloff & Strom, Thomas F. Rae, doing business under the trade name of Thomas Rae & Son, Hyman Rappaport and Benjamin Bessner, copartners, doing business under the firm name of Rappaport & Bessner, Herbert S Stoddard and William R. Hughes, copartners, doing business under the firm name of Stoddard & Hughes, Patrick Walsh and James G. Taylor, copartners, doing business under the firm name of P. Walsh Company, Morris Wolfinger and Max Lasberg, copartners, doing business under the firm name of Wolfinger & Lasberg, Andrew H. Boyd and James Selfridge, copartners, doing business under the firm name of Boyd & Selfridge, Daniel P. Christie and Andrew Christie, copartners doing business under the firm name of D. & A. Christie,

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GREETING:

You are hereby cited and admonished to be and appear before a United States Circuit Court of Appeals for the Second Circuit, to be holden at the

Borough of Manhattan, in the City of New York,
in the District and Circuit above named, on the
8758 2nd day of December, 1913, pursuant to an order allowing an appeal filed in the Clerk's office of the District Court of the United States for the Southern District of New York, wherein Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company are appellants and you are appellees, to show cause, if any there be, why the decree rendered against the appellants as in said appeal mentioned should not be corrected and
8759 speedy justice should not be done in that behalf.

GIVEN UNDER MY HAND, at the Borough of Manhattan, in the City of New York, in the District and Circuit above named, this twelfth day of November, in the year of our Lord One Thousand Nine Hundred and Thirteen, and of the Independence of the United States the One Hundred and Thirty-seventh.

JULIUS M. MAYER,
Judge of the District Court of the United States for the Southern District of New York, in the Second Circuit.

8760 Service of the annexed citation admitted this 13th day of November, 1913.

C. M. BEATTIE,
Attorney for defendants Neal, *et als.*
WILLIAM BUTLER,
Attorney for Defendants,
Murray & Hill Company, *et als.*
EIDLITZ & HULSE,
Attorneys for C. F. Bond Co., *et als.*
CHARLES J. HARDY,
Attorney for James Elgar, Inc.

Endorsed: U. S. District Court, S. D. of New York.—Filed November 2t6h, 1913.

Stipulation.

UNITED STATES DISTRICT COURT, 8761

SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, LIMITED, *et als.*,
Complainants,

against

ELBRIDGE H. NEAL, individually, etc., *et als.*,
Defendants.

} E7-129

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IT IS STIPULATED by and between the parties that, with the approval of the Court, the record on appeal herein need not be reduced to narrative form, but may be printed in the same form as it was in the Court below, except in so far as the parties agree on waiving the printing of the whole or a part of any Exhibits.

WALTER GORDON MERRITT,
Attorney for Complainants.

C. M. BEATTIE,
Attorney for Defendants Neal, *et als.*

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WILLIAM BUTLER,
Attorney for Defendants,
Murray Hill Company, *et als.*

EIDLITZ & HULSE,
Attorneys for C. F. Bond Co., *et als.*

CHARLES J. HARDY,
Attorney for Defendant James Elgar, Inc.

Approved.
JULIUS M. MAYER,
D. J.

UNITED STATES DISTRICT COURT,

8764 SOUTHERN DISTRICT OF NEW YORK.

PAINE LUMBER COMPANY, LIMITED, *et als.*,
Complainants,

against

ELBRIDGE H. NEAL, etc., *et als*,
Defendants.

IT IS HEREBY STIPULATED AND AGREED, that the
8765 foregoing is a true transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties and that the clerk may so certify.

Dated, New York, November 26th, 1913.

WALTER GORDON MERRITT,
Solicitor and of Counsel for Complainants.

CHARLES M. BEATTIE,
Attorney for Elbridge H. Neal, *et als.*

EIDLITZ & HULSE,
Attorneys for C. F. Bond Co., *et als.*

8766 WILLIAM BUTLER,
Attorney for Murray Hill Co., *et als.*

CHARLES J. HARDY,
Solicitor for James Elgar, Inc.

UNITED STATES OF AMERICA,
Southern District of New York } ss.:

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PAINE LUMBER CO., LTD., *et als.*, etc., *et als.*,
Complainants,

vs.

ELBRIDGE H NEAL, etc., *et als*,
Defendants.

I, ALEXANDER GILCHRIST, JR., Clerk of the District Court of the United States of America for the Southern District of New York, do hereby 8768
certify that the foregoing is a correct transcript of the record of the said District Court in the above-entitled matter as agreed on by the parties.

IN TESTIMONY WHEREOF, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, this day of in the year of our Lord one thousand nine hundred and and of the Independence of the said United States the one hundred and thirty—

A. C. GILCHRIST,
Clerk. 8769

United States Circuit Court of Appeals for the Second Circuit, October Term, 1913.

No. 197.

Argued February 18, 1914. Decided April 7, 1914.

THE PAINE LUMBER COMPANY, LTD., et al., Complainants-Appellants,

vs.

ELBRIDGE H. NEAL et al., Defendants-Appellees.

Appeal from the District Court of the United States for the Southern District of New York.

Before Lacombe, Rogers, and Hunt, Circuit Judges.

This cause comes here on appeal from a decree of the District Court, Southern District of New York, dismissing a bill in equity brought by eight corporations, located in other states and engaged in the manufacture of wood trim used in the erection of buildings. The defendants are the officers or agents of the United Brotherhood of Carpenters and Joiners, five Union manufacturers of wood materials, operating closed shops in competition with complainants' open shops, and a hundred or more boss carpenters or builders all of whom are members of the Master Carpenters' Association of the City of New York engaged in the work of building in that City. Relief is prayed in the shape of an injunction to restrain all the parties defendant from acting under certain agreements into which they have entered, which agreements prevent the use of complainants' non-union made trim in buildings constructed in said city. It is the contention of the complainant that these agreements violated the common law, the Sherman Anti-trust Act, the State Anti-Trust Act and subdivision 6 of Sec. 580 of the Penal Law of the State of New York.

The opinion of the District Judge will be found in F. R. It held that the agreements violated these laws, but that the complainants did not suffer special damage and were not entitled to private relief.

Per CURIAM:

We agree with Judge Mayer that, since it clearly appears—indeed the proposition is not disputed—that defendants' acts were not malicious nor personally directed against the individual complainants, injunctive relief, which is all they pray for, cannot be granted in this suit. The bill was, therefore, properly dismissed. And discussion of the other questions raised, viz. whether the particular agreements or combinations are obnoxious either to the common law,

or to one or more of these statutes would be academic and need not now be entered into.

The decree is affirmed with costs.

W. G. Merritt, for the Appellants.
W. P. Maloney, C. M. Beattie and F. Hulse, for the Appellees.

At a Stated Term of the United States Circuit Court of Appeals in and for the Second Circuit, Held at the Court Rooms in the Post Office Building in the City of New York on the 17th Day of April, One Thousand Nine Hundred and Fourteen.

Present:

Hon. E. Henry Lacombe,
Hon. Henry Wade Rogers,
Hon. William H. Hunt,
Circuit Judges.

PAINE LUMBER COMPANY, LTD., et al., Complainants-Appellants,
vs.
ELBRIDGE H. NEAL et al., Defendants-Appellees.

Appeal from the District Court of the United States for the Southern District of New York.

This cause came on to be heard on the transcript of record from the District Court of the United States, for the Southern District of New York, and was argued by counsel.

On consideration whereof, it is now hereby ordered, adjudged and decreed that the decree of said District Court be and it hereby is affirmed with costs.

It is further ordered that a Mandate issue to the said District Court in accordance with this decree.

E. H. L.
H. W. R.

Endorsed: United States Circuit Court of Appeals, Second Circuit. Paine Lumber Co. vs. E. H. Neal. Order for Mandate. United States Circuit Court of Appeals, Second Circuit. Filed Apr. 21, 1914. William Parkin, Clerk.

United States Circuit Court of Appeals for the Second Circuit.

E. 7—129.

PAINE LUMBER COMPANY, LIMITED; GOULD MANUFACTURING COMPANY, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company, Appellants,

against

ELBRIDGE H. NEAL, Individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Wallace Anderson, Henry W. Blumenberg, Thomas Dalton, Frederick Dhuy, John T. Donovan, Henry Erickson, David French, Matthew C. Heinen, Alexander Kelso, George Lynch, Albert W. Leek, James Martin, Richard Mortan, August Nagel, Frank Norton, William O'Grady, Charles Peterson, Lawrence Storey, Conrad C. Swenson, Individually and as Business Agents of said Joint District Council of New York and Vicinity; Charles H. Bausher, Individually and as Business Agent of said Joint District Council and as a Member of the General Executive Board of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Harry L. Cook, Individually and as Organizer of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Frank Duffy, Individually and as Secretary of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, and William D. Huber, Individually and as President of said District Brotherhood of Carpenters and Joiners of America; Murray & Hill Company, Harlem River Lumber & Woodworking Company, Empire City-Gerard Company, David W. O'Neil, James C. Forbes, C. F. Bond Company, Bottsford-Dickinson Company, Robert Christie & Son, Inc.; P. J. Carlin Construction Company, Charles A. Cowen & Company, Inc.; James Elgar, Inc.; Ellison Construction Company, Fountain & Choate, Inc.; Hugh Getty, Inc.; Gross & Herman, Inc.; Hedden Construction Company, George L. Hiltl Company, James C. Hoe's Sons, Inc.; Jones Construction Company, C. W. Klappert's Sons, Inc.; Lewis Harding & Company, James MacArthur Company, George Mulligan Company, F. T. Nesbit & Company, Inc.; John H. Parker Company, E. E. Paul Company, Pottier & Stymus Company, S. M. Randall & Son, Inc., Andrew J. Robinson Company, John V. Schaefer, Jr., & Company, Inc.; Sloane & Moller, Inc.; Howard J. Smith & Son, Inc.; John Thatcher & Son, Inc.; Thompson-Starrett Company, Tidewater Building Company, Tucker & Vinton, Inc.; Turner Construction Company, Wakeham & Miller, Inc.; Richard L. Walsh Company, Watt & Sinclair, Inc.; Whitney, Steen Company, Charles T. Wills,

Inc.; William Young Company, George A. Fuller Company, Roebling Construction Company, J. C. Vreeland Building Company, The Norcross Brothers Company, Schweizer & West Manufacturing Company, John H. Adamson, Samuel Aginsky, Hiram A. Akerly, Stephen Ball, Jacob Balz, Alfred Beinhauer, Paul Benzenberg, Hyman Berman, James J. Bradley, Rufus H. Brown, John H. Carl, Richard H. Casey, Charles Cowen, John I. Downey, Robert B. Ferguson, Patrick Gallagher, A. Goldberg, A. Gruskin, P. Herschowsky, George Hildebrand, Nathan Hopin, John Hurley, A. G. Imhof, Edward Jeans, David Kraus, John H. MacDonald, Ranald H. MacDonald, William McKenzie, Louis Mader, William S. Miller, Donald Mitchell, George N. Morrison, Edward Outwater, Hyman Peskin, Paul Peterson, J. Reich, Abraham Rosen, Isidore Rosenfeld, Frank H. Rush, William Somerville, Otto Strack, Paul Swanson, Walter E. Thompson, Joseph Wagner, Louis Weiner, J. Odell Whitenack, Jacob A. Zimmerman, Henry J. Brown and Abraham H. Brown, Copartners, Doing Business under the Firm Name of Henry J. Brown & Son; Max Davis and Philip Davis, Copartners, Doing Business under the Firm Name of M. Davis & Son; Joseph A. Duffy and Francis Collin, Copartners, Doing Buisness under the Firm Name of Duffy & Collin; Otto M. Eidlitz and Robert J. Eidlitz, Copartners, Doing Business under the Firm Name of Mark Eidlitz & Son; Morris Frank and William Frank, Copartners, Doing Business under the Firm Name of Frank & Frank; Alexander H. Hamilton, Doing Business under the Trade Name of John L. Hamilton & Sons; Elizabeth G. Hantsche and Emil G. Hantsche, Jr., Copartners, Doing Business under the Firm Name of E. G. Hantsche & Company; James S. Herrman, Doing Business under the Trade Name of Philip Herrman's Sons; Samuel H. E. Jennings and Thomas A. Welstead, Copartners, Doing Business under the Firm Name of Jennings & Welstead; James F. Kerr and Kasmir Krenkel, Copartners, Doing Business under the Firm Name of Kerr & Krenkel; Leopold Kantor and Joseph B. Cooper, Copartners, Doing Business under the Firm Name of Leopold Kantor & Company; Julius R. Miller and Louis Walter, Copartners, Doing Business under the Firm Name of Miller & Walter; William J. Moore and Alexander Moore, Jr., Copartners, Doing Business under the Firm Name of Alexander Moore's Sons; Timothy I. O'Connell, Jr., and William J. Hanna, Copartners, Doing Business under the Firm Name of O'Connell & Hanna, Harris Passloff and Nathan Strom, Copartners, Doing Business under the Trade Name of Passloff & Strom; Thomas F. Rae, Doing Business under the Trade Name of Thomas Rae & Son; Hyman Rappaport & Benjamin Bessner, Copartners, Doing Business under the Firm Name of Rappaport & Bessner; Herbert S. Stoddard and William R. Hughes, Copartners, Doing Business under the Firm Name of Stoddard & Hughes; Patrick Walsh and James G. Taylor, Copartners, Doing Business under the Firm Name of P. Walsh Company; Morris Wolfinger and Max Lasberg, Copartners, Doing Business under the Firm Name of Wolfinger & Lasberg; Andrew H. Boyd

and James Selfridge, Copartners, Doing Business under the Firm Name of Boyd & Selfridge; Daniel P. Christie and Andrew Christie, Copartners, Doing Business under the Firm Name of D. & A. Christie, Appellees.

The above named corporations, Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company, complainants in the above-named cause, each deeming itself aggrieved by the decree of affirmance made and entered in the above cause by the honorable Circuit Court of Appeals for the Second Circuit on the 22nd day of April, 1914, on the complainants' appeal from a final decree made and entered in the District Court of the United States for the Southern District of New York, on the 11th day of November, 1913, dismissing the bill of complaint, hereby appeal to the Supreme Court of the United States from the said decree of the United States Circuit Court of Appeals for the Second Circuit dated April 22nd, 1914, for the reasons specified in the assignment of errors herewith filed, and pray that their appeal be allowed, and that a transcript of the record, proceedings and papers upon which said decree was made, duly authenticated, may be sent to the said Supreme Court of the United States at Washington and that the amount of a bond be fixed to act as a bond for costs on appeal and as a supersedeas.

PAINE LUMBER COMPANY, LIMITED,
GOULD MANUFACTURING COMPANY,
THE R. McMILLEN COMPANY,
MORGAN COMPANY,
LOTHMAN CYPRESS CO.,
CURTIS & YALE COMPANY,
W. D. CROOKS & SONS,
BRISTOL DOOR & LUMBER COMPANY,
Petitioners-Appellants.

By WALTER GORDON MERRITT,
Solicitor for Petitioners-Appellants.

Ordered, that the appeal to the Supreme Court of the United States from the final decree of the United States Circuit Court of Appeals for the Second Circuit, herein prayed for, be granted and that a certified transcript of the record, testimony, exhibits, and all proceedings herein be transmitted to the Supreme Court of the United States and that said appeal operate as a supersedeas of the judgment appealed from upon appellants giving an undertaking or bond with surety and with conditions as required by law, in the sum of Five thousand dollars ($5,000), to be approved by the Clerk of this Court, and that said bond also act as a bond for costs on appeal.

April 30th, 1914.

H. G. WARD,
United States Circuit Judge.

(Endorsed:) File No. —. U. S. Circuit Court of Appeals for the Second Circuit. Paine Lumber Co., Ltd., et als., Appellants, against Elbridge H. Neal, etc., et als., Appellees. Petition for Appeal and Allowance. Austin, McLanahan & Merritt, Attorneys for Appellants, 135 Broadway, Borough of Manhattan, New York City. United States Circuit Court of Appeals, Second Circuit. Filed Apr. 30, 1914. William Parkin, Clerk.

United States Circuit Court of Appeals for the Second Circuit.

PAINE LUMBER COMPANY, LIMITED, et als., Appellants,
against
ELBRIDGE H. NEAL, etc., et als., Appellees.

Now come the complainants, Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company, by Walter Gordon Merritt, their solicitor and of counsel, and praying an appeal to the Supreme Court of the United States from a decree of affirmance rendered by the United States Circuit Court of Appeals for the Second Circuit in the above-entitled action, on the 22nd day of April, 1914, hereby file the following assignment of errors upon which they will rely on their prosecution of said appeal, and allege the said Circuit Court of Appeals erred as follows:—

1. In affirming the final decree of the District Court dismissing the bill of complaint and awarding costs against the complainants.

2. In refusing to direct the issuance of a final injunction in behalf of the complainants, as prayed for in the bill of complaint.

3. In refusing to declare Section 2 of Article IV and the second paragraph of Article III of agreement Exhibit "B" attached to the complaint, null and void.

4. In r-fusing to hold that the complainants were entitled to an injunction on the ground that they were specially and irreparably injured and damaged by acts of the defendants done in furtherance of a combination, forbidden by Act of Congress approved July 2, 1890, and entitled, "An Act to Protect Trade and Commerce against Unlawful Restraints and Monopoly."

5. In refusing to hold that the complainants were entitled to an injunction on the ground that they were being irreparably injured by acts of the defendants done in violation of Section 580 of the Penal Law of the State of New York.

6. In refusing to hold that the complainants were entitled to an injunction on the ground that they were being irreparably injured by acts of the defendants done in violation of Section 530 of the Penal Law of the State of New York.

7. In refusing to hold that the complainants were entitled to an injunction on the ground that they were being irreparably injured by acts of the defendants done in violation of Section 340 of the General Business Law of the State of New York.

8. In refusing to hold that the complainants were entitled to an injunction on the ground that they were being irreparably injured by acts of the defendants done in violation of Section 14 of the Stock Corporation Law of the State of New York.

9. In refusing to hold that the complainants were entitled to an injunction on the ground that the combination of the defendants and the acts in furtherance thereof, caused the complainants irreparable loss and damage in violation of the common law.

10. In refusing to hold that the complainants were entitled to an injunction because they were being irreparably injured in their property rights by criminal and indictable acts of the defendants.

11. In refusing to hold that the complainants were entitled to an injunction because their interstate trade, commerce and business were being irreparably injured by criminal and indictable acts of the defendants.

12. In refusing to hold that the complainants were entitled to an injunction on the ground that their interstate trade, commerce and business were being irreparably injured by the unlawful acts of the defendants.

13. In refusing to grant the complainants such other and further relief as the circumstances of the case might require.

Wherefore, the complainants-appellants pray that the decree of the said honorable Court be reversed and that directions be given to grant the complainants-appellants the relief prayed for in their bill of complaint.

WALTER GORDON MERRITT,
Solicitor and of Counsel for
Complainants-Appellants.

The foregoing assignment of errors submitted together with petition for appeal, April 30, 1914.

H. G. WARD,
U. S. C. J.

(Endorsed:) File No. —. U. S. Circuit Court of Appeals for the Second Circuit. Paine Lumber Co., Ltd., et als., Appellants, against Elbridge H. Neal, etc., et als., Appellees. Assignment of Errors. Austin, McLanahan & Merritt, Attorneys for Appellants, 135 Broadway, Borough of Manhattan, New York City. United States Circuit Court of Appeals, Second Circuit. Filed Apr. 30, 1914. William Parkin, Clerk.

Know all men by these presents, That the United States Fidelity and Guaranty Company, having an office and usual place of business at No. 47 Cedar Street, in the City of New York, County and State of New York, is held and firmly bound unto Elbridge H. Neal, individually, and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, et al., in the sum of Five Thousand ($5,000.00) Dollars, to be paid to the said Elbridge H. Neal,

individually, and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, et al., for the payment of which, well and truly to be made, it binds itself, its successors and assigns, jointly and severally, firmly by these presents.

Sealed with its seal, and dated the 30th day of April, A. D., 1914.

Whereas, lately at a term of the United States Circuit Court of Appeals for the Second Circuit, in a suit depending in said Court between the Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgen Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company, appellants, and Elbridge H. Neal, individually, and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, et al., Appellees, a decree was rendered against the said Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgen Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company, and the said Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgen Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company having obtained an order allowing an appeal and filed a copy thereof in the Clerk's Office of the said Court to reverse the decree in the aforesaid suit, and a citation directed to the said Elbridge H. Neal, individually, and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, et al., as aforesaid, citing and admonishing them to be and appear at a Supreme Court of the United States, at Washington, within — days from the date thereof.

Now, therefore, the condition of this obligation is such, that if the above named Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgen Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company shall prosecute their appeal to effect, and answer all damages and costs if they fail to make their plea good, then this obligation shall be void, otherwise the same shall be and remain in full force and virtue.

UNITED STATES FIDELITY & GUARANTY COMPANY,
By S. FRANK HEDGES, [L. S.]
Attorney-in-Fact.

Attest:

WILLIAM H. ESTWICK, [L. S.]
Attorney-in-Fact.

Affidavit, Acknowledgment, and Justification by the United States Fidelity and Guaranty Company.

Contract, Fidelity, Judicial, Casualty.

STATE OF NEW YORK,
County of New York, ss:

Before me personally came William H. Estwick, known to me to be Attorney in Fact of the United States Fidelity and Guaranty Company, the corporation described in and which executed the annexed bond of Paine Lumber Company, Ltd., Gould Manufacturing Company, The R. McMillen Company, Morgen Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company, as surety thereon, who being by me duly sworn, deposes and says that he resides in the City of New York, State of New York, and that he is the Attorney in Fact of the said United States Fidelity and Guaranty Company, and knows the corporate seal thereof; that said Company is duly and legally incorporated under the laws of the State of Maryland; that said Company has complied with the provisions of the Act of Congress of August 13, 1894, allowing certain corporations to be accepted as surety on bonds; that the seal affixed to the annexed bond of Paine Lumber Company, Ltd., Gould Manufacturing Company, The R. McMillen Company, Morgen Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons and Bristol Door & Lumber Company, is the corporate seal of the said United States Fidelity and Guaranty Company, and was thereto affixed by order and authority of the Board of Directors of said Company; and that he signed his name thereto by like order and authority as Attorney in Fact of said Company; and that he is acquainted with S. Frank Hedges and knows him to be Attorney-in-fact of said Company; and that the signature of said S. Frank Hedges subscribed to said bond is the genuine handwriting of said S. Frank Hedges and was thereto subscribed by order and authority of said Board of Directors, and in the presence of said deponent; and that the assets of said Company, unencumbered and liable to execution, exceed its claims, debts and liabilities, of every nature whatsoever, by more than the sum of two million dollars ($2,000,000.00).

WILLIAM H. ESTWICK.

Sworn to, acknowledged before me, and subscribed in my presence this 30 day of Apr. 1914.

ALBERT I. ROWLAND,
Notary Public, New York County, No. 3318.

Registers No. 6115. Certificate Filed in Kings' Registers No. 6060, Bronx No. 10, Registers No. 632, Queens, Richmond, Westchester, Nassau, Putnam, Orange, and Suffolk Counties.
Term Expires Mar. 30, 1916.

(Endorsed:) United States Circuit Court of Appeals for the Second Circuit. Paine Lumber Company, Limited, et al., Plaintiffs-Appellants, against Elbridge H. Neal, etc., et al., Defendants-Respondents. Undertaking on Appeal. The within undertaking is approved as to form and as to the sufficiency of the surety. H. G. Ward, U. S. J. United States Fidelity and Guaranty Co., 47 Cedar Street, New York City, Surety. United States Circuit Court of Appeals, Second Circuit. Filed Apr. 30, 1914. William Parkin, Clerk.

UNITED STATES OF AMERICA,
Southern District of New York, ss:

I, William Parkin, Clerk of the United States Circuit Court of Appeals for the Second Circuit, do hereby Certify that the foregoing pages, numbered from 1 to 2940 (4 vols.) inclusive, contain a true and complete transcript of the record and proceedings had in said Court, in the case of Paine Lumber Company, Ltd., et al. against Elbridge H. Neal, etc., et al. as the same remain of record and on file in my office.

In Testimony Whereof, I have caused the seal of the said Court to be hereunto affixed, at the City of New York, in the Southern District of New York, in the Second Circuit, this 12th day of May in the year of our Lord One Thousand Nine Hundred and fourteen and of the Independence of the said United States the One Hundred and thirty-eighth.

[Seal United States Circuit Court of Appeals, Second Circuit.]

WM. PARKIN, *Clerk.*

UNITED STATES OF AMERICA, *ss:*

The President of the United States to Elbridge H. Neal, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Wallace Anderson, Henry W. Blumenberg, Thomas Dalton, Frederick Dhuy, John T. Donovan, Henry Erickson, David French, Matthew C. Heinen, Alexander Kelso, George Lynch, Albert W. Leek, James Martin, Richard Mortan, August Nagel, Frank Norton, William O'Grady, Charles Peterson, Conrad C. Swenson, individually and as business agents of said Joint District Council of New York and Vicinity; Charles H. Bausher, individually and as business agent of said Joint District Council, and as a member of the General Executive Board of the said United Brotherhood of Carpenters and Joiners of America; Harry L. Cook, individually and as organizer of the said United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America; Murray & Hill Company, Harlem River Lumber & Woodworking Company, Empire City-Gerard Company, David W. Neil, James C Forbes, C. F. Bond, Robert Christie & Son, Inc., P. J. Carlin Construction Company, Charles A. Cowen & Company (sued herein

as Charles A. Cowen & Company, Inc.); James Elgar, Inc., Ellison Construction Company, Fountain & Choate, Inc., Hugh Getty, Inc., Hedden Construction Company, George L. Hiltl Company, James C. Hoe's Sons, Inc., The Jones Construction Company (sued herein as Jones Construction Company), C. W. Klappert's Sons, Inc., James MacArthur Company, George Mulligan Company, E. E. Paul Company, Pottier & Stymus Company, Andrew J. Robinson Company, John V. Schaefer, Jr. & Company, Inc., Sloane & Moller, Inc., Howard J. Smith & Son, Inc., John Thatcher & Son (sued herein as John Thatcher & Son, Inc.), Tidewater Building Company, Tucker & Vinton (sued herein as Tucker & Vinton, Inc.), Turner Construction Company, Wakeham & Miller (sued herein as Wakeham & Miller, Inc.), Richard L. Walsh Company, Watt & Sinclair, Inc., Whitney, Steen Company, Charles T. Wills, Inc., William Young Company, George A. Fuller Company, The Roebling Construction Company (sued herein as Roebling Construction Company), J. C. Vreeland Building Company, The Norcross Brothers Company, Schweizer & West Manufacturing Company, Hiram A. Akerly, Stephen Ball, Jacob Balz, Alfred Beinhauer, Paul Benzenberg, John H. Carl, Robert B. Ferguson, Patrick Gallagher, A. Grushkin (sued herein as A. Gruskin), George Hildebrand, John Hurley, A. G. Imhof, Edward Jeans, David Kraus, John H. MacDonald, Ranald H. MacDonald, William MacKenzie (sued herein as William MacKenzie), Louis Mader, William S. Miller, Donald Mitchell, George N. Morrison, Isidore Rosenfeld, Frank H. Rush, William Somerville, Walter E. Thompson, Joseph Wagner, J. Odell Whitenack, Jacob A. Zimmerman, Henry J. Brown and Abram H. Brown, copartners, doing business under the firm name of Henry J. Brown & Son, Max Davis and Philip Davis, co-partners, doing business under the firm name of M. Davis & Son, Joseph A. Duffy and Francis Collin, co-partners doing business under the firm name of Duffy & Collin, Otto M. Eidlitz and Robert J. Eidlitz, co-partners, doing business under the firm name of Marc Eidlitz & Son (but referred to in the Complainants' Bill of Complaint as Mark Eidlitz & Son), Alexander H. Hamilton, doing business under the trade name of John L. Hamilton & Sons, Elizabeth G. Hantsche and Emil G. Hantsche, Jr., co-partners, doing business under the firm name of E. G. Hantsche & Company, James S. Herrman, doing business under the trade name of Philip Herrman's Sons, Samuel H. E. Jennings and Thomas A. Welstead, co-partners, doing business under the firm name of Jennings & Welstead, James F. Kerr and Kasmir Krenkel, co-partners, doing business under the firm name of Kerr & Krenkel, Leopold Kantor and Joseph B. Cooper, copartners, doing business under the firm name of Leopold Kantor & Company, Julius R. Miller and Louis Walter, co-partners, doing business under the firm name of Miller & Walter, William J. Moore and Alexander Moore, Jr., co-partners, doing business under the firm name of Alexander Moore's Sons, Timothy I. O'Connell, Jr., and William J. Hanna, co-partners, doing business

under the firm name of O'Connell & Hanna, Thomas F. Rae, being one of two persons doing business under the trade name of Thomas Rae & Son, Hyman Rappaport and Benjamin Besner, co-partners, doing business under the firm name of Rappaport and Besner (but referred to in the complaint as Rappaport and Bessner), Herbert S. Stoddart and William R. Hughes, co-partners, doing business under the firm name of Stoddard and Hughes, Andrew H. Boyd and James Selfridge, co-partners, doing business under the firm name of Boyd & Selfridge, Daniel P. Christie and Andrew Christie, co-partners, doing business under the firm name of D. & A. Christie, Thompson-Starrett Company, W. E. Smith, Inc., John I. Downey, Rufus H. Brown, S. M. Randall & Son, Inc.:

You are hereby cited and admonished to be and appear before the Supreme Court of the United States to be held in the City of Washington, District of Columbia, within thirty days from to wit May 25th 1914,
H. G. W. the date of this writ, pursuant to an order of appeal filed in the Clerk's office of the Circuit Court of Appeals of the United States for the Second Circuit, wherein Paine Lumber Company, Limited, Gould Manufacturing Company, The R. McMillen Company, Morgan Company, Lothman Cypress Co., Curtis & Yale Company, W. D. Crooks & Sons, and Bristol Door & Lumber Company, are appellants, and you are appellees, to show cause, if any there be, why the decree in said order of appeal mentioned should not be corrected and speedy justice be done to the parties in that behalf.

Witness, the Honorable Edward Douglass White, Chief Justice of the United States, this 30th day of April, 1914, and of the Independence of the United States the one hundred and thirty-eighth.

H. G. WARD,
United States Circuit Judge.

Service of the within citation is hereby acknowledged this 4th day of May, 1914.

C. M. BEATTIE,
Attorney for Defendant-Appellees Elbridge H. Neal et als.
WILLIAM BUTLER,
Attorney for Defendant-Appellees Murray & Hill Co. et als.
EIDLITZ & HULSE,
Attorneys for Defendant-Appellees C. F. Bond et als.
CHARLES J. HARDY,
Attorneys for Defendant-Appellees James Elgar, Inc.

[Endorsed:] File No. —. U. S. Circuit Court of Appeals for the Second Circuit. Paine Lumber Company, Ltd., et als., Appellants,

against Elbridge H. Neal, etc., et als., Appellees. Original Citation. Austin, McLanahan & Merritt, Attorneys for Appellants, 135 Broadway, Borough of Manhattan, New York City.

Endorsed on cover: File No. 24,216. U. S. Circuit Court of Appeals, 2d Circuit. Term No. 1065. Paine Lumber Company, Limited; Gould Manufacturing Company, The R. McMillan Company et al., appellants, vs. Elbridge H. Neal, individually, and as Secretary and Treasurer of The Joint District Council of New York and vicinity of The United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, et al. Filed May 14th, 1914. File No. 24,216.

Supreme Court, U. S.
FILED
APR 5 1915
JAMES D. MAHER
CLERK

The Supreme Court of the United States

October Term, 1914.

No. [redacted] 14[redacted]24

PAINE LUMBER COMPANY, LIMITED, ET AL.,
Appellants.

against

ELBRIDGE H. NEAL, INDIVIDUALLY, ETC., ET AL.,
Appellees.

LABOR DEFENDANTS APPELLEES' MEMORANDUM ON APPLICATION TO PASS TO APRIL 26:

To the Honorable, the Supreme Court of the United States:

The "labor defendants" request an adjournment of three weeks to file briefs and for argument because of the illness

of Charles Maitland Beattie, who is their sole counsel and attorney.

Mr. Beattie is confined to his home, suffering from an attack of pneumonia and has been so confined for nearly three weeks past.

He was taken ill while engaged in the preparation of the appellee's brief. Said brief is uncompleted and will require two weeks' work before it is ready for printing.

The case was advanced on the application of the appellants. The appellees did not object to the appeal being advanced as they, too, are desirous of obtaining this court's judgment as speedily as possible.

The appellant's memo in opposition to this application states (1) that the labor defendants' interests can be adequately presented by the counsel for the Master Carpenters, co-defendants and appellees; and (2) that the conditions existing betwen appellants and appellees, by reason of certain *alleged* activities, are such that delay in the argument of this appeal would injure appellants.

As to 1, the "labor defendants" are the *main* appellees here. While the Master Carpenters' interests are *partially* embraced within the labor defendants' interests, the converse is not true, because the labor defendants' interests are much greater and far more extensive than the Master Carpenters' and they should not be required to have their rights in this important litigation left to other counsel without any brief being submitted in their behalf.

As to 2, the appellants records shows that only 7 strikes in 8 years have been called by the labor defendants, an insignificant number, considering that the appellants are the largest wood workers in the country; and furthermore, the laboring conditions throughout the entire country are such that strikes or other activities by carpenters, which the labor men might adopt in normal times, are impracticable now.

The quoted statement made on page 2 of the appellants' memorandum, was not challenged because no opposition was desired by the labor defendants, as they were as anxious as the appellants to obtain a speedy judgment by this court.

The quotations an page 4 of appellants' memorandum are merely notices of possible future actions, and do not suggest, as appellants claim, any activities or action other than that adopted by them in the past. Wood work without the union label has heretofore been regarded as non-union and the notice merely affirms the past policy of the labor organization.

The labor defendants are averse to any delay in the submission of this appeal, but in justice to themselves must urge the court to grant their request for an adjournment to April 26, to submit their briefs and for argument.

The appelants' solicitors were notified on March 25 that this application would be made.

Respectfully submitted,

CHARLES MAITLAND BEATTIE,

Solicitor for Labor Defendants, Appellees.

FILED
APR 5 1915
JAMES D. MAHER
CLERK

Supreme Court of the United States

October Term, 1914.

No. 480. 1491 24

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. MCMILLEN COMPANY, *et al.*,
Appellants,

against

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,
Appellees.

APPELLANTS' MEMORANDUM IN OPPOSITION TO MOTION FOR ADJOURNMENT.

To the Honorable, the Supreme Court of the United States:

Come now the appellants by their solicitors and most earnestly oppose the motion of Charles Maitland Beattie, Esq., counsel for certain appellees, to adjourn the hearing of this appeal on account of his illness. Their reasons for such opposition are as follows:

1. Mr. Beattie represents members of the combination who are Union officers, but the combination is well represented and defended by counsel for the Union manufacturers, who are actively co-operating with the Union to suppress open shop competition, and therefore all claims or rights of the combination, which are the same as to all members thereof, will be adequately presented and protected. This is pre-eminently true where the present counsel has been thoroughly acquainted with the claims and contentions of the absent counsel through previous hearings and briefs.

2. Our motion to advance made an unchallenged statement as follows:

> "Taking advantage of this decision and their freedom from any injuction in this case, the defendants are extending their combination and inflicting continuous and added injury upon the complainants' business, so that localities which had not hitherto been closed by their operations, are being actively attacked by strikes against the wood trim of some of the complainants."

The situation is more serious to-day. Up to the fall of 1910, the restricted territory in New York was limited to the Boroughs of Manhattan and the Bronx; since 1912 this contest has been waged sharply in the centre of Brooklyn with increasing success on the part of the defendants. Within the last year, these activities have been extended to the vicinity of Long Island City, East New York and Ridgewood, which are at present the most

active markets for complainants' merchandise in New York City. We have affidavits of complainants' customers showing that defendants' interference in this new territory was never as great as at the present time and is rapidly cutting off this market. We annex a circular just issued by the District Council for all Boroughs of New York and an extract from its by-laws. Conditions are transitional and critical. On March 24th Mr. Beattie's office was informed that appellants must oppose an adjournment on account of such critical conditions but his office has only met this statement by asserting and insisting upon the rights of the defendants so to proceed.

Under these urgent circumstances, we ask that the case be heard without adjournment when reached.

Respectfully submitted,

DANIEL DAVENPORT,
WALTER GORDON MERRITT,
Solicitors for Appellants.

Telephone, Piaza 2021

DISTRICT COUNCIL OF GREATER NEW YORK,

and vicinity

United Brotherhood of Carpenters and Joiners of America

[Union Label]

Headquarters: 142-144 East 59th Street

New York, March 15, 1915

Notice to all who contemplate to build or use manufactured trim, doors and sash.

The members of the United Brotherhood of Carpenters and Joiners affiliated with the D. C. of Greater New York and Vicinity, will assume that on and after May 1st, 1915, all material, trim, doors and sash, which do not bear the union label is non-union. This includes all Boroughs of Greater New York.

THE DISTRICT COUNCIL.

[SEAL]

Extract from By-Laws of District Council.
District Label Committee.

"Sec. 29.

Any member of this organization who is required to put up material not bearing this Union Label, shall forthwith report the facts to the General Agent in writing. The members will assume that on and after May 1, 1915, all material which does not bear the union label is non-union."

Office Supreme Court, U. S.
FILED
JAN 27 1915
JAMES D. MAHER
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1914.

No. [redacted] 1429 24

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, *et al.*,

Appellants,

against

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,

Appellees.

MOTION TO ADVANCE

WALTER GORDON MERRITT,
DANIEL DAVENPORT,
Solicitors and Attorneys for Appellants.

Supreme Court of the United States

OCTOBER TERM, 1914.

No. 480.

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, *et al.*,

Appellants,

against

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,

Appellees.

MOTION TO ADVANCE.

To the Honorable, the Supreme Court of the United States:

Come now the appellants by their attorneys, and move that the above-entitled cause be advanced and set down for argument at an early date.

Statement of Matter Involved.

The above-entitled case, commenced the 4th day of March, 1911, in the Circuit Court of the United States for the Southern District of New York, seeks to enjoin a conspiracy in restraint of trade in violation of the Sherman Anti-Trust law, the common law, and the statutes of the State of New York. The eight complainants are so-called open shop manufacturers of doors, sash, trim, etc. (hereinafter called "wood trim"), situated in states other than the State of New York, and either selling or desiring to sell their product to builders in the City of New York and elsewhere for use in connection with the erection of buildings. Twenty-three of the defendants are officers and agents of the United Brotherhood of Carpenters and Joiners of America, a trade union of 200,000 members, or its subsidiary branch, the Joint District Council of New York and vicinity. About one-fourth of this membership work on wood trim in union mills and about three-fourths of this membership work on buildings in the erection and installation of wood trim. The next five defendants are union manufacturers of wood materials, operating closed or union shops in New York City and competing with the complainants for the market in New York City and vicinity. The remaining defendants, over one hundred in number, are master carpenters or builders performing carpentry work in connection with buildings in New York City and vicinity. These builders are obliged to purchase materials of the kind manufactured by the complainants and their union competitors and are obliged to employ skilled carpenters who are members of the United Brotherhood of Carpenters.

The union has entered into a written agreement with the union manufacturers whereby, among other things, said manufacturers agree to employ only union men and

the union agrees that its members will not erect or install the products of their non-union competitors. By repeated strikes of numerous different trades working on buildings, the builders have been compelled to employ only union carpenters, and by repeated strikes of these union carpenters on account of the use of open shop woodwork, they have been compelled to make a written agreement to use only the products of union concerns. Because of this combination, it is practically impossible to erect any large new building in New York City either through the employment of non-union carpenters or the use of open shop trim. Spies are employed by both the manufacturers and the union to detect all shipments of open shop trim and thereupon call strikes upon the buildings where it is to be used. The defendants allege as their justification for this combination that if they did not "discriminate against the non-union material, the non-union mills through competition would practically drive the union mills out of existence."

A preliminary injunction was issued by the Circuit Court on the 29th day of May, 1911, and the testimony and exhibits for final hearing cover about 2,700 pages. On the final hearing the complaint was dismissed and the injunction dissolved by Judge Mayer in an opinion in which he finds that although the combination violates the Federal Anti-Trust law, the State Anti-Trust law and the State Penal law forbidding conspiracies to commit acts "injurious to trade or commerce," and also constitutes a restraint of trade under the common law, the complainants are nevertheless not entitled to an injunction (212 Fed., 259). On the complainants' appeal, the Circuit Court of Appeals for the Second Circuit affirmed the decree without the citation of authority, in an opinion of nine lines, on the ground that "defendants' acts were not maliciously or personally directed against the individual complainants" (214 Fed., 82).

Reasons for Application.

1. Taking advantage of this decision and their freedom from any injunction in this case, the defendants are extending their combination and inflicting continuous and added injury upon the complainants' business, so that localities which had not hitherto been closed by their operations are being actively attacked by strikes against the wood trim of some of the complainants.

2. The case presents the question of the right of a private litigant to an injunction when he is irreparably injured in his property rights by acts in violation of the Anti-Trust law, and is properly in the Federal Courts. Upon this question, the Circuit Courts of Appeals disagree. In favor of such right is the decision of Bigelow vs. Calumet & Hecla Mining Co., 155 Fed., 869; 167 Fed., 704, and a statement of Justices Harlan, Lurton and Taft in the case of U. S. vs. Addystone Pipe & Steel Co., 85 Fed., 279 (C. C. A.). Opposed to such right is the case of National Fireproofing vs. Builders' Assoc'n, 169 Fed., 259, decided by the Circuit Court of Appeals for the Second Circuit, and relied upon by the District Judge in this case.

3. The questions of law involved are of immediate importance to a large number of industries in different communities throughout the United States. The electrical, refrigerating, engraving, printing and printing presses, mining machinery, saws, marble and stone industries are each suffering from combinations of the same character.

Under these urgent circumstances and because of the public importance of the questions involved, we ask the Court to advance this case for an early hearing.

Respectfully submitted,

WALTER GORDON MERRITT,
DANIEL DAVENPORT,
Attorneys for Appellants.

SUPREME COURT OF THE UNITED STATES,

OCTOBER TERM, 1914.

No. 480.

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, *et al.*,

Appellants,

against

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,

Appellees.

To all the appellees herein, and to Charles M. Beattie, Frederick Hulse, William Butler, Charles J. Hardy, solicitors and attorneys for respective appellees:

You and each of you will please take notice that the appellants will, on Monday the 1st day of February, 1915, at the opening of Court on the morning of that day, or as

soon thereafter as counsel may be heard, move the above-entitled Court to advance the hearing of the above-entitled case.

DANIEL DAVENPORT,
WALTER GORDON MERRITT,
Solicitors and Attorneys for Appellants.

The undersigned join in the request that the cause be advanced.

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IN THE

Supreme Court of the United States

OCTOBER TERM, 1916.

No. 24.

CLARE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, ET AL.,

Appellants,

against

ELDRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,

Appellees.

MOTION TO ADVANCE.

DANIEL DAVENPORT,
WALTER GORDON MERRITT,
Solicitors and Attorneys for Appellants.

The Lawyers Printing & Publishing Co., 120 Fulton St., N. Y.

Supreme Court of the United States,

OCTOBER TERM, 1916.

No. 24.

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. MCMILLEN COMPANY, *et al.*,
Appellants,

AGAINST

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,
Appellees

MOTION TO ADVANCE.

TO THE HONORABLE, THE SUPREME COURT OF THE UNITED STATES:

Come now the appellants by their attorneys, and move that the above-entitled cause be advanced and set down for argument at an early date.

Statement of Matter Involved.

The above-entitled case, commenced the 4th day of March, 1911, in the Circuit Court of the United States for the Southern District of New York, seeks to enjoin

a conspiracy in restraint of trade in violation of the Sherman Anti-Trust law, the common law, and the statutes of the State of New York. The eight complainants are so-called open shop manufacturers of doors, sash, trim, etc. (hereinafter called "wood trim"), situated in states other than the State of New York, and either selling or desiring to sell their product to builders in the City of New York and elsewhere for use in connection with the erection of buildings. Twenty-three of the defendants are officers and agents of the United Brotherhood of Carpenters and Joiners of America, a trade union of 200,000 members, or its subsidiary branch, the Joint District Council of New York and vicinity. About one-fourth of this membership work on wood trim in union mills and about three-fourths of this membership work on buildings in the erection and installation of wood trim. The next five defendants are union manufacturers of wood materials, operating closed or union shops in New York City and competing with the complainants for the market in New York City and vicinity. The remaining defendants, over one hundred in number, are master carpenters or builders performing carpentry work in connection with buildings in New York City and vicinity. These builders are obliged to purchase wood-trim and to employ skilled carpenters who are members of the United Brotherhood of Carpenters.

The union has entered into a written agreement with the union manufacturers whereby, among other things, said manufacturers agree to employ only union men and the union agrees that its members will not erect or install the products of their non-union competitors. By repeated strikes of numerous different trades working on buildings, the builders have been compelled to employ only union carpenters, and by repeated strikes of these union carpenters on account of the use of open shop woodwork of complainants and others the builders have been compelled to make a written agreement to use only the products of union concerns. Jobbers have been obliged to sign penal bonds that they will

not deal in the open shop material. Because of this combination, it is practically impossible to erect any large new building in New York City either through the employment of non-union carpenters or the use of open shop trim. Spies are employed by both the manufacturers and the union to detect all shipments of open shop trim and thereupon call strikes upon the buildings where it is to be used. The defendants allege as their justification for this combination that if they did not "discriminate against the non-union material, the non-union mills through competition would practically drive the union mills out of existence".

A preliminary injunction was issued by the Circuit Court on the 29th day of May, 1911, and the testimony and exhibits for final hearing cover about 2,700 pages. On the final hearing the complaint was dismissed and the injunction dissolved by Judge Mayer in an opinion in which he finds that the combination violates the Federal Anti-Trust law, the State Anti-Trust law and the State Penal law forbidding conspiracies to commit acts "injurious to trade or commerce", and also constitutes a restraint of trade under the common law, but that the complainants are nevertheless not entitled to an injunction (212 Fed. 259). On the complainants' appeal, the Circuit Court of Appeals for the Second Circuit affirmed the decree without the citation of authority, in an opinion of nine lines, on the ground that "defendants' acts were not maliciously or personally directed against the individual complainants" (214 Fed. 82).

The case was argued before this Court May 3–4, 1915, and in June, 1916, was ordered restored to the docket for reargument.

That the reasons why this case should be advanced are as follows:

Reasons for Application.

1. Taking advantage of this decision and their freedom from any injunction in this case, the defendants are extending their combination and inflicting continuous

and added injury upon the complainants' business, so that localities which had not hitherto been closed by their operations are being actively attacked and closed by strikes against the wood trim of some of the complainants. They have also combined to accomplish the same results in Boston and Newark, where suits for injunctions have been started by others to restrain the combination.

2. The questions of law involved are of immediate importance to a large number of industries and in different communities throughout the United States. The electrical, refrigerating, engraving, printing and printing press, mining machinery, saw, marble and stone industries are each suffering from combinations of the same character.

3. The case presents the question of the right of a private litigant properly in the Federal Court to an injunction when he is being irreparably injured in his property rights by acts in violation of the Anti-Trust law. Upon this question, the Circuit Courts of Appeals disagree. In favor of such right is the decision of Bigelow *vs.* Calumet & Hecla Mining Co., 155 Fed. 869; 167 Fed. 704, and a statement of Justices Harlan, Lurton and Taft in the case of U. S. *vs.* Addystone Pipe & Steel Co., 85 Fed. 279 (C. C. A.). Opposed to such right is the case of National Fireproofing *vs.* Builders' Assoc'n, 169 Fed. 259, decided by the Circuit Court of Appeals for the Second Circuit, and relied upon by the District Judge in this case. The case may also involve the interpretation of the Clayton Act of October 15th, 1914.

Under these urgent circumstances and because of the public importance of the questions involved, we ask the Court to advance this case for an early hearing.

Respectfully submitted,

DANIEL DAVENPORT,
WALTER GORDON MERRITT,
Attorneys for Appellants.

SUPREME COURT OF THE UNITED STATES,

OCTOBER TERM, 1916.

No. 24.

PAINE LUMBER COMPANY, LIMITED, GOULD MANUFACTURING COMPANY, THE R. McMILLEN COMPANY, *et al.*,
Appellants,

AGAINST

ELBRIDGE H. NEAL, individually and as Secretary and Treasurer of the Joint District Council of New York and Vicinity of the United Brotherhood of Carpenters and Joiners of America and Amalgamated Society of Carpenters and Joiners of America, *et al.*,
Appellees.

TO ALL THE APPELLEES HEREIN, AND TO CHARLES M. BEATTIE, FREDERICK HULSE, WILLIAM BUTLER, CHARLES J. HARDY, SOLICITORS AND ATTORNEYS FOR RESPECTIVE APPELLEES:

You and each of you will please take notice that the appellants will, on Monday, the 9th day of October, 1916, at the opening of Court on the morning of that day, or as

soon thereafter as counsel may be heard, move the above-entitled Court to advance the hearing of the above-entitled case.

DANIEL DAVENPORT,
WALTER GORDON MERRITT,
Solicitors and Attorneys for Appellants.

The undersigned, without admitting or denying the statement of facts set forth herein, join in the request that the cause be advanced.

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FILED
OCT 26 1916
JAMES D. MAHER
CLERK

IN THE

Supreme Court of the United States

OCTOBER TERM, 1916.

NO. 24.

PAINE LUMBER COMPANY, LTD., *et al.*, *Appellants,*
Against
ELDRIDGE H. NEAL, *et al.*, *Appellees.*

History of Section 4 of the Sherman Anti-Trust Act.

On the 18th of March, 1890, Senator Sherman, on behalf of the Senate Committee on Finance, reported to the Senate a bill relating to trusts and combinations. The first section of the bill, after defining the offense, read as follows:

> "And the circuit court of the United States shall have original jurisdiction of all suits of a civil nature at common law or in equity arising under this section, and to issue all remedial processes, orders, or writs proper and necessary to enforce its provisions. And the Attorney-General and the several district attorneys are hereby directed, in the name of the United States, to commence and prosecute all such cases to final judgment and execution."

Then followed Section 2 declaring that any person injured, etc., could recover double damages in any court of

the United States of competent jurisdiction without respect to the amount involved. 21 Cong. Rec. p. 2455, Bills and Debates in Congress Relating to Trusts, prepared by direction of the Attorney-General. Published 1903, page 89.

On March 24th, 1890, when this bill was under discussion in the Senate, Senator Hoar said: "I suppose it is the purpose of the Senator from Ohio to give private citizens who are injured by these combinations or monopolies for the advancement of cost or preventing men from freely competing, a civil remedy in the courts, is it not?" To which Senator Sherman replied, "Certainly."

Senator Hoar then directed attention to that part of the first section of the bill which gave the circuit court original jurisdiction of all suits of a civil nature at common law or in equity arising under this section, and contended that this section, exclusive of Section 2, gave a private party the right to relief. Senator Sherman contended that the right of a private party to relief was set forth in the second section. Senator Hoar further contended that a private party would have the right to commence a suit by virtue of the terms of the first section of this bill, and that under the terms of that act it would then be incumbent upon the Attorney-General to "prosecute all such cases to final judgment and execution." Cong. Rec. Vol. 21, p. 2563 (Senate Proceedings). Bills and Debates in Congress, p. 150-51.

As a result of these discussions, the bill was referred to the Judiciary Committee, of which Senator Hoar was chairman, and on April 2d, the bill was reported by Mr. Edmunds of that committee in the form in which it became a law. In this amended form that part of the former Section 1, which related to the jurisdiction of the circuit courts to restrain violations of the act, appears in Section 4 in such form as to remove the objection of Senator Hoar to the former bill that the Attorney-General must prosecute all suits. In its amended form that part conveying jurisdiction

to the court is stated separately and independently of that part which imposes a duty upon the Attorney-General, and is as follows:

> "Section 4. The several circuit courts of the United States are hereby invested with jurisdiction to prevent and restrain violations of this act; and it shall be the duty of the several district attorneys of the United States, in their respective districts, under the direction of the Attorney-General, to institute proceedings in equity to prevent and restrain such violations." 21 Cong. Rec., p. 2901, Senate Proceedings, Bill and Debates in Congress Relating to Trusts, p. 303-6.

When the bill as reported by the Judiciary Committee was under discussion in the Senate, the statements of Mr. Hoar, the chairman of the Committee, and of Senator Edmunds, the Senator in charge of the bill, show clearly that the purpose of the bill was not to curtail or destroy, in any respect, the right of a private party to seek redress in the tribunals of both the state and of the nation, but to extend and accumulate remedies. Cong. Rec., Vol. 21, p. 3148-49. Bills and Debates in Congress Relating to Trusts, p. 316-17.

The history of the law, and the very nature of the remedies and procedure which it prescribes, show an intention to afford adequate and complete protection not only to the public but to that class of individuals engaged in trade who might be injured; and there is nothing in the law which compels any construction derogatory to the ordinary chancery powers, or which restrict the general doctrine that either the Attorney-General or a private citizen injured in his property rights has a right to invoke the protection of the Federal courts to abate or enjoin any unlawful obstruction of interstate commerce.

DANIEL DAVENPORT,

WALTER GORDON MERRITT,

Solicitors and Attorneys for Appellants.